



NKANGALA DISTRICT MUNICIPALITY

PROJECT NO: 57527

**UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2
IN STEVE TSHWETE LOCAL MUNICIPALITY**

DRAFT TENDER DOCUMENT

ISSUED BY: NKANGALA DISTRICT MUNICIPALITY

2A Walter Sisulu Street

Middelburg

1050

CONTACT: 013 249 2000

NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD REGISTRATION NUMBER:



NKANGALA DISTRICT MUNICIPALITY



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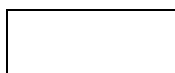
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- C3 Scope of Work

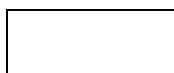
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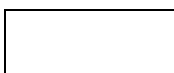
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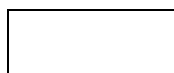
Tenderer



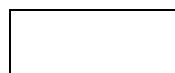
Witness 1



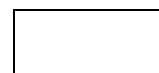
Witness 2



Employer



Witness 1



Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527: UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

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NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527: UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Nkangala District Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for the Upgrading of Tokologo (Ezinyokeni) Road Phase 2 in Steve Tshwete Local Municipality, with a CIDB Grading of 5CE or higher.

Tender documents will be obtainable from **30 July 2021** and may be downloaded free of charge from www.nkangaladm.gov.za and www.tenderbulletins.co.za.

No Compulsory tender briefing meeting will be held for the project, but tender related enquiries will be welcomed up to and until one day before the closing date.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **Upgrading of Tokologo (Ezinyokeni) Road Phase 2 in Steve Tshwete Local Municipality** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12h00 on 20 August 2021**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers must be registered on Central Supplier Database (CSD).

Procurement related enquiries may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2104 / 05 / 06 while Technical enquiries may be directed to Mr.Phillip Thokwane of Thoko Consulting Engineers on 013 656 9096/082 780 8658

Ms. M.M Skosana
Municipal Manager

Tenderer

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Employer

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Witness 2



T1.2 TENDER DATA

TENDER DATA

Clause	
F.1.1	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050
F.1.2	<p>The tender document's contents is as follows:</p> <p>Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data</p> <p>Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in Terms of the Occupational Health & Safety Act C1.5 Form agreement in Terms of Mine Health and Safety Act C1.5 Abstracts of the Mine Health and Safety Act No.29</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities</p> <p>Part C3: Scope of work C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management</p> <p>Part C4: Site information C4.1 Site Information C4.2 Locality Plan</p> <p>Part C5: Annexures</p>

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	<p>C5.1 : Proforma Documents</p> <p>C5.2 : Supply Chain Management Policy</p> <p>C5.3: Municipality Health and Safety Specification.</p> <p>C5.4 : Contract Drawings</p>				
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>				
F.1.4	<p>Communication.</p> <p>The Employer's Representative is;</p> <table border="1"> <tr> <td> <p><u>Accounting Officer:</u></p> <p>Ms M.M Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2006</p> </td><td> <p><u>Procurement Enquiries.</u></p> <p>Ms S.A. Mashaba P.O. Box 437 Middelburg 1050 013 249 2104</p> </td><td> <p><u>Technical Enquiries.</u></p> <p>Mr DJD Mahlangu P.O. Box 437 Middelburg 1050 013 249 2004</p> </td><td> <p><u>Technical Enquiries.</u></p> <p>Mr P Thokwane Thoko Consulting Engineers Pty Ltd Tel.: (013) 658 6474 E-mail: thokoconsulting@gmail.com</p> </td></tr> </table>	<p><u>Accounting Officer:</u></p> <p>Ms M.M Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2006</p>	<p><u>Procurement Enquiries.</u></p> <p>Ms S.A. Mashaba P.O. Box 437 Middelburg 1050 013 249 2104</p>	<p><u>Technical Enquiries.</u></p> <p>Mr DJD Mahlangu P.O. Box 437 Middelburg 1050 013 249 2004</p>	<p><u>Technical Enquiries.</u></p> <p>Mr P Thokwane Thoko Consulting Engineers Pty Ltd Tel.: (013) 658 6474 E-mail: thokoconsulting@gmail.com</p>
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	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from the NDM within (120) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>				
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.</p>				
F.2	<p>Tenderer Obligations</p> <p>Eligibility</p> <p>Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor Grading designation equal to or higher than 5 CE or Higher class construction work are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that every member of the Joint Venture has professionals registered with the CIDB. The combined contractor grading designation calculated in accordance with CIDB Regulations is equals to or higher than 5 CE class of construction work. Both members of the JV must be represented at the compulsory clarification meeting.</p>				

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F.2.2	Cost of Tendering The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and Copyright of Documents. Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation
F.2.7	Clarification Meeting No compulsory briefing session will be held on this project.
F.2.13	Submitting tender offer: No Tender document will be considered unless submitted on Council's Official Tender Document Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description. Location of tender Box: Main Entrance Ground Floor Nkangala District Municipality Building Physical Address: Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
	All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
F.2.15	Closing Time: 12 H00 Noon The time and location for opening of the Tender offers are: Closing Time: 12h00 Closing Date: 20 August 2021 Location: Nkangala District Municipality 2A Walter Sisulu Street Middelburg 1050 Tenders will be opened in public at the same time.
	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.

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F.2.10	Pricing the tender State the rates and prices in Rand								
F.2.11	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document								
F.2.12	Alternative tender offer. No alternative tender offers will be considered or accepted Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.								
F.2.13	Declaration Certificate for Local Production and Content for Designated Sectors Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D & E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).								
F.2.16	Tender Offer Validity The Tender offer validity period is 120 days from the closing date.								
F.2.17	Tender clarification after submission A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
F.3.11	Tender evaluation points								
	The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.								
	Preference points for this bid shall be awarded for: (a) Price; and (b) B-BBEE Status Level of Contribution.								
	The maximum points for this bid are allocated as follows:								
	<table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td>20</td> </tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td> <td>100</td> </tr> </tbody> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
	Evaluation of Tenders The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the NDM.								

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	<p>The following steps will be followed in evaluation;</p> <ol style="list-style-type: none">1. Determination of whether or not tender offers are complete.2. Determination of whether or not tender offers are responsive.3. Determination of the reasonableness of tender offers.4. Confirmation of the eligibility of preferential points claimed by tenderers.5. Determination of expertise and experience of tenderers.6. Awarding of points for financial offer.7. Ranking of tenderers according to the total points8. Performance of risk analysis by checking the credit record of the tenderers <p>Evaluation Criteria</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for NKANGALA DISTRICT MUNICIPALITY (NDM) projects or OTHER CLIENTS. Reference of Clients including NDM must be provided.</p> <p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none">▪ Tenders will be adjudicated in terms of inter alia:▪ Compliance with Tender conditions▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none">▪ A valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.▪ If tender document is not fully completed as required and as stipulated in the tender data.▪ If any tender document is tempered with or it is unbundled or unbundled.▪ Scratching out without initialling next to the amended rates or information.▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.▪ Failure to attend compulsory site inspections▪ Attaching required documents which are older than three months before the date of the closing▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.

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	<ul style="list-style-type: none"> ▪ The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes 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 three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory
	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer's position in terms of: ▪ Previous and expected current annual turnover ▪ Current contractual obligations ▪ Capacity to execute the contract
	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilized on this contract.
	<p>Proposed Key Personnel</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> ○ Position in the firm and within the organization of this assignment ○ PDI status (describing population group, gender and disabilities) ○ Educational qualifications ○ Professional Registrations ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ○ Language proficiency and ○ References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the three projects where the firm was involved. Reference of clients other than NDM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p>

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	<ul style="list-style-type: none"> ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input. 								
	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.								
	<p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> ▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose. <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>								
	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted. 								
	If the Tender does not meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.								
	<p>Penalties</p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years 								
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>								
F.3.11.6	<p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Organising and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>25</td></tr> <tr> <td>Total</td><td>90</td></tr> </table>	Organising and Staffing	50	Plant	15	Experience of Firm	25	Total	90
Organising and Staffing	50								
Plant	15								
Experience of Firm	25								
Total	90								

Tenderer

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A firm must obtain a minimum of 50 points out of the 90 points above to be considered for price and BBB-EE evaluation.

Organising and Staffing (Maximum points obtainable 50)

Project Manager / Team Leader: (Maximum Points obtainable 17)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma (NQF Level 6) in Civil Engineering	Yes	8	
Sub-total			8	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	3	
	4 - 7	No	6	
	8 and above	No	9	
Sub-total			9	
Total			17	

Site Agent: (Maximum Points obtainable 13)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N6 in Built Environment	Yes	5	
Sub-total			5	
Years of experience in similar projects	2 - 4	No	6	
	5 and above	No	8	
Sub-total			8	
Total			13	

Note: Should the Site Agent be the same as Project Manager zero points will be allocated.

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Foreman: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

Note: Should the Foreman be the same as Team leader, Site Agent, zero points will be allocated.

Safety Officer: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	2 and above	No	5	
Sub-total			5	
Total			10	

Note: Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	17	
Site Agent	13	
Foreman	10	
Safety Officer	10	
TOTAL	50	

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PLANT (Maximum Points obtainable 15)

It must be noted that a total points of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

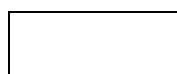
Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavators x1	No	3	2	
	Firm's number of TLBs x1	No	3	2	
	Firm's number of Tipper Trucks x 1	No	3	2	
	Firm's number of Rollers x 1	No	3	2	
	Firm's number of Graders x 1	No	3	2	
Sub-total			15	10	
Total			15	10	

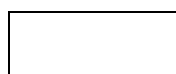
EXPERIENCE OF FIRM (Maximum Points obtainable 25)

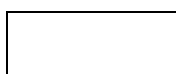
Note: Company's previous completed projects

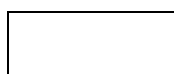
Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters and completion certificates. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed i.e. Roads and Stormwater Projects.	0-1 Projects	Yes	0	
	2 – 3 Projects	No	20	
	4 and Above	No	25	
Sub-Total			25	
TOTAL			25	

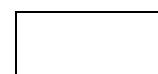

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Employer


Witness 1


Witness 2



It must be noted that a total point of 25 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

TOTAL SCORE: _____/90

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527 UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents

Tenderer

Witness 1

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Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS


Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



COMPULSORY BID DOCUMENTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART A INVITATION TO BID

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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, 2017, 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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.

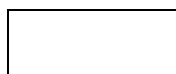
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

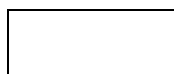
SIGNATURE OF BIDDER:

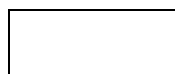
CAPACITY UNDER WHICH THIS BID IS SIGNED:

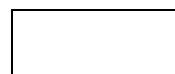
DATE:

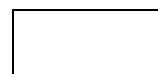

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Copies of the ID's of the partners

5. **One-person Business / Sole trader**

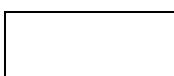
- Copy of ID

6. **Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document**

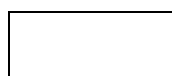
7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

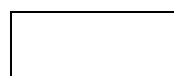
8. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)**

9. **Central Supplier Database [CSD] Summary**

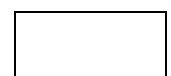

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C: DECLARATION OF INTEREST (MBD4)

1. **No bid will be accepted from persons in the service of the state¹.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

.....

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

3.9.1 If yes, furnish particulars:
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars:
.....

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

3.11.1 If yes, furnish particulars:
.....

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

3.12.1 If yes, furnish particulars:
.....

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

3.13.1 If yes, furnish particulars:
.....

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

3.14.1 If yes, furnish particulars:
.....

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

..... and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms authorised signatory of the company, 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
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Tenderer

Witness 1

Witness 2

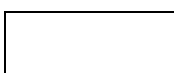
Employer

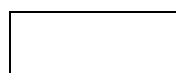
Witness 1

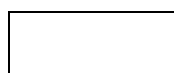
Witness 2

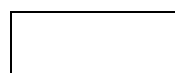


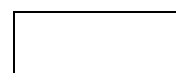
**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

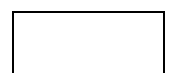

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy of lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM H: PREFERENCE SCHEDULE (MBD 6.1)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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


Where


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


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


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



Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

.....
Tenderer

.....
Witness 1

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Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

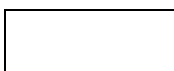


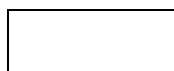
**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION
CERTIFICATE**

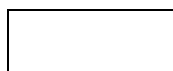
NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

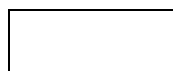
1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

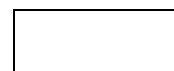
Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

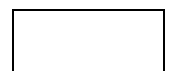

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

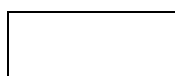
x is the imported content in Rand

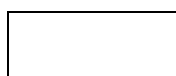
y is the bid price in Rand excluding value added tax (VAT)

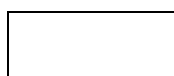
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

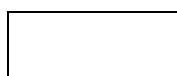
The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

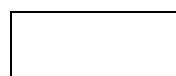
- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

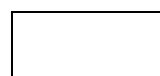

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

ITEM NO.	Description of Services, Work or Goods	Quantity	Stipulated Minimum Thresholds
B12.07	Contract Name board (As per drawing)	1	100%
B15.03	Temporary traffic-control facilities:		
	A Portable STOP and GO-RY signs	2	100%
	Temporary traffic-control signals as specified		
	Road signs, TW-series, (1200 mm)	2	100%
	Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	2	100%
22.10	Steel Reinforcement:		100%
	• Ref 245	54.00	100%
	• Ref 395	270.00	100%
	• Ref 670	54.00	100%
	• Ref 888	54.00	100%
22.23	Unplasticised PVC pipes (110mm dia):	64	100%
22.27	mesh reinforcement (REF888)	2 150.00	100%
23.09	LI Formwork to cast in situ concrete lining for open drains:		100%
	To sides with formwork on the internal face only	160	100%
	To sides with formwork on both internal and external faces	107	100%
	To ends of slabs	160	100%
23.12	Steel Reinforcement:		100%
	• Ref 395	4 267.0	100%
52.03	Gabions:		100%
	Galvanized gabion boxes, (2.0m x 1.0m x 1.0m) x2.3mm	16	100%
	Galvanized gabion boxes, (6.0m x 1.0m x 0.3m) x2.3mm	24	100%
	Galvanized gabion boxes, (1.0m x 0.5m x 0.5m) x2.3mm	8	100%
5500	FENCING:		100%
55.01	LI Clearing the fence line, 2m wide strip	3	100%
55.02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed		100%
	• Zinc-coated barbed wire	0.27	100%
	• Standards (1,85m x 0.56 kg/m "Y"	14.00	100%
	• Droppers (1,2m x 0.56 kg/m Ridgeback pattern for 6 strands	38.00	100%
	• Steel straining posts	3	100%
	3,00 m x 2.13m Government pattern farm gate manufactured	27	100%
55.07	Ringbolts for anchoring fencing structures	8	100%
	1220 mm	2.67	100%
	Round		100%
	1220 mm	2.67	100%
	Rectangular		100%
	• 600 mm x 350 mm	2.00	100%
	• 900 mm x 600 mm	5.00	100%


Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



	Steel tubing	0.25	100%
--	--------------	------	------

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

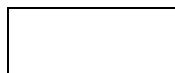
DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



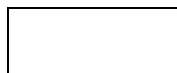
Tenderer



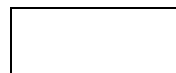
Witness 1



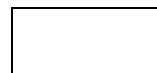
Witness 2



Employer



Witness 1



Witness 2



Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

GBP

[illegible]

Witness 2



Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content
(C24) Total local content
(C25) Average local content % of tender

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ANNEXTURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.		Note: VAT to be excluded from all calculations				
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00

A. Exempted imported content

Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2




Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)


Tender Qty	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	


C. Imported by a 3rd party and supplied to the Tenderer


Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)


Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	



Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



**D. Other foreign
currency
payments**

**Calculation of foreign
currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from
Annex B

Date: _____

Summary of payments

**Local value of
payments**

(D51)

(D52) Total of foreign currency
payments declared by tenderer and/or
3rd party

(D53) Total of imported content &
foreign currency payments - (D32),
(D45) & (D52) above

This total must correspond with Annex C - C 23

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annexture E

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	

Witness 2



This total must correspond with Annex C - C24

Signature of tenderer from
Annex B

Date: _____

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

A Proof of good standing with Compensation Commissioner must be attached hereto

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

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

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

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....
.....

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

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

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

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

2.2 If yes, please provide particulars

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



.....
...

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

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

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

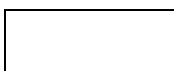
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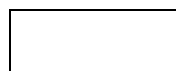
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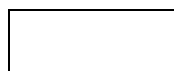
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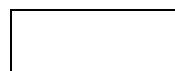
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Position

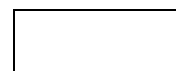
.....
Name of Bidder

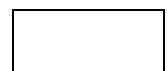

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



RETURNABLES FOR EVALUATION PURPOSES

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

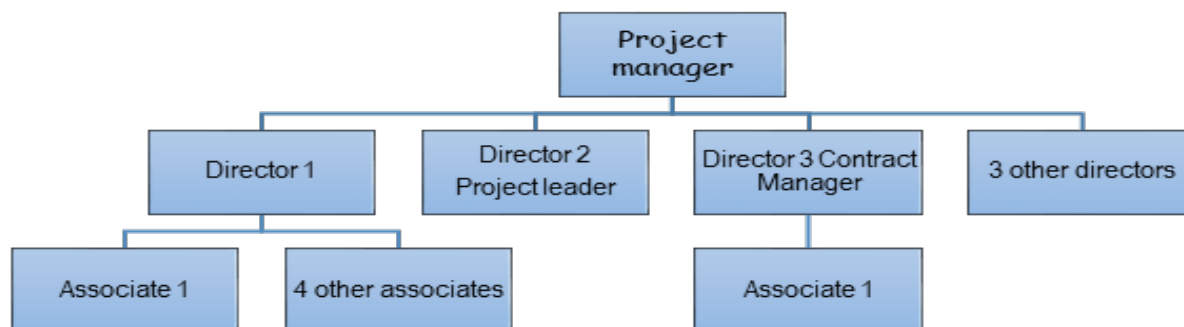


FORM N: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. Civil) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



FORM O: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

--

Tenderer

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.11.6	<p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Organising and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>25</td></tr> <tr> <td>Total</td><td>90</td></tr> </table>	Organising and Staffing	50	Plant	15	Experience of Firm	25	Total	90
Organising and Staffing	50								
Plant	15								
Experience of Firm	25								
Total	90								

A firm must obtain a minimum of 50 points out of the 90 points above to be considered for price and BBB-EE evaluation.

Organising and Staffing (Maximum points obtainable 50)

Project Manager / Team Leader: (Maximum Points obtainable 17)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma (NQF Level 6) in Civil Engineering	Yes	8	
Sub-total			8	
Experience of Team Leader in similar projects		Elimination Factor		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	3	
	4 - 7	No	6	
	8 and above	No	9	
Sub-total			9	
Total			17	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Site Agent: (Maximum Points obtainable 13)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N6 in Built Environment	Yes	5	
Sub-total			5	
Years of experience in similar projects	2 -4	No	6	
	5 and above	No	8	
Sub-total			8	
Total			13	

Note: Should the Site Agent be the same as Project Manager zero points will be allocated.

Foreman: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

Note: Should the Foreman be the same as Team leader, Site Agent, zero points will be allocated.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Safety Officer: (Maximum Points obtainable 10)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	2 and above	No	5	
Sub-total			5	
Total			10	

Note: Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	17	
Site Agent	13	
Foreman	10	
Safety Officer	10	
TOTAL	50	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PLANT (Maximum Points obtainable 15)

It must be noted that a total points of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavators x1	No	3	2	
	Firm's number of TLBs x1	No	3	2	
	Firm's number of Tipper Trucks x 1	No	3	2	
	Firm's number of Rollers x 1	No	3	2	
	Firm's number of Graders x 1	No	3	2	
Sub-total			15	10	
Total			15	10	

EXPERIENCE OF FIRM (Maximum Points obtainable 25)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters and completion certificates. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed i.e. Roads and Stormwater Projects.	0-1 Projects	Yes	0	
	2 – 3 Projects	No	20	
	4 and Above	No	25	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Sub-Total	25	
TOTAL	25	

It must be noted that a total point of 25 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

TOTAL SCORE: _____/90

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM P: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM Q: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)


Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors?

YES	NO
-----	----

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

An addendum is any communication issued by Nkangala District Municipality after the briefing session

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527 UPGRADING OF TOKOLOGO (EZINYOKENI)ROAD PHASE 2 IN
STEVE TSHWETE LOCAL MUNICIPALITY

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Site Information

- C4.1 Site Information

Part C5 : Annexure

- C5.2 Supply Chain Management Policy
- C5.2 Municipality Health and Safety Specification
- C5.3 Guidelines for the implementation of labour intensive infrastructure projects under EPWP.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527 UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT NO: 57527 UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the 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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Tenderer _____

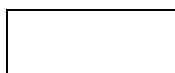
(Name and address of organisation)

Name & Signature

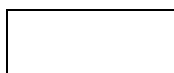
Of Witness _____

Name

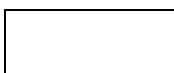
Date



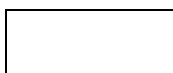
Tenderer



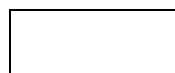
Witness 1



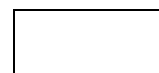
Witness 2



Employer



Witness 1



Witness 2



ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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.

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject _____ Details _____
2	Subject _____ Details _____
3	Subject _____ Details _____
4	Subject _____ Details _____
5	Subject _____ Details _____
6	Subject _____ Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

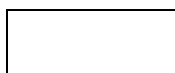
Signatures (s) _____

Name(s) _____

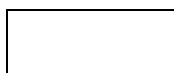
Capacity _____

(Name and address of Organisation)

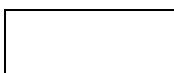
Name & Signature
Of Witness _____ Date _____



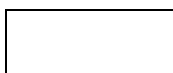
Tenderer



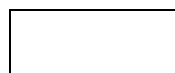
Witness 1



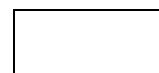
Witness 2



Employer



Witness 1



Witness 2



C1.2 CONTRACT DATA

GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) PRO FORMA CONTRACT DATA

CONTRACT DATA FOR PROJECT NO: 57527 UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFICATION DATA

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

Clause	Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Practical Completion is 6 Months
1.1.1.15	The Name of the Employer is Nkangala District Municipality The NDM General Manager Technical Services is Mr. D.J.D Mahlangu
1.1.1.16	The Employer's Agent is Thoko Consulting Engineers represented by Mr P.S Thokwane
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The employer's address for receipt of communication is: 2A Walter Sisulu Street MIDDELBURG 1050

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>P O Box 437 Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p> <p>The address and telephone number of the Employer's Agent is:</p> <p>Thoko Consulting Engineers P.O Box 40550 Reyno Ridge 1049</p> <p>Telephone: 013 656 9017 Facsimile: 013 656 9096</p>
1.3.5	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>4.1.2.1 The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.1.2.5	<p>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>"As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The 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 No 949 of 22 October 2010, as appended to these Contract Data as Annexure, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 15 December and ends on 08 January).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>under consideration</p> <p>Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2000-00 per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.</p>
5.13.4	Add the following new Clause:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".</p>
6.8.4	<p>In line 8 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p>In line 4 delete the word "said" and insert the word "correct".</p>
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will not apply to this Contract.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part 2: Data Provided by the Contractor

Clause	Contract Data												
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>												
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>												
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		Retention of 10% of the value of the Works (Incl. VAT).		Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
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Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

PRO FORMA

PERFORMANCE GUARANTEE

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

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.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1. Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed sum as follows:

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate 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, whichever occurs first:

R.....

(Amount in words)

1.2. The Employer's agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1. Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amounts of the Guaranteed sum.

2.2. 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.

2.3. 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.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1. The Guarantee hereby acknowledge that:

3.1.1 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.

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

3.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payments 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 3.2.2:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:
- 3.3.1 The Contractor has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 A provision or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 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.
- 3.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 3.5. Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8. 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.
- 3.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purpose in connection herewith.
- 3.10. The Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purpose of obtaining a court order.

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

Signed at : _____

Date : _____

Guarantor's signatory (1) _____

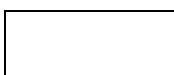
Capacity _____

Guarantor's signatory (2) _____

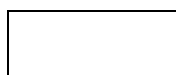
Capacity _____

Witness signatory (1) _____

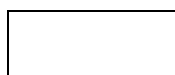
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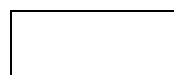
Tenderer



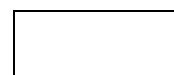
Witness 1



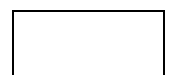
Witness 2



Employer



Witness 1



Witness 2



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

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

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel: -----

Fax: -----

"Employer" means: **NKANGALA DISTRICT MUNICIPALITY**

"Contractor" means: ----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"Employer's Agent" means: -----

"Works" means: Permanent works together with temporary works

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

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

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

Amount in words: -----

"Expiry Date" This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

RETENTION GUARANTEE

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
- 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
- 3.2 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
- 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
- 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
- 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services 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 schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY

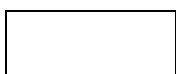


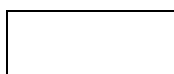
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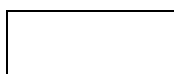
**UPGRADING OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE
LOCAL MUNICIPALITY**

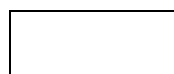
BILL OF QUANTITIES

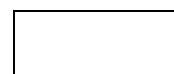
C2.2 BILL OF QUANTITIES

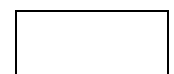

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.03	Relocation and/or protection of services (a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum			R 100 000.00
B12.04	(d) Handling cost and profit in respect of sub-item B12.04(a) Provision for a Community Liaison Officer	%	100 000.00		
	(a) Provisional sum for the payment of the Community Liaison Officer	Prov. Sum	36 000.00		R 36 000.00
	(b) Handling costs and profit in respect of sub-item B12.01(a)	%	36 000.00		
B12.05	Contractor's time related obligations in respect the Occupational Health and Safety Act and construction Regulations.				
	(a) Occupational Health and Safety Obligations	month	6		
	(b) Provision for security	No	6		
B12.07	Contract Nameboard (As per drawing)	No	1		
TOTAL CARRIED FORWARD					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD					
1200	Works Reserved for SMMEs Development Drains. Kerbing. Culverts. Edge Beams.				
B12.11	Drains All works associated with Drains Contractor's handling costs and other charges in respect to Development of SMMEs item Section 2100	Prov. Sum %	 R 607 040.00		 R 607 040.00
B12.12	Prefabricated Culverts All works associated with Prefabricated Culverts Contractor's handling costs and other charges in respect to Development of SMMEs item Section 2200	Prov. Sum %	 R 855 173.33		 R 855 173.33
B12.13	Concrete Kerbing, Concrete works All works associated with Concrete Kerbing and Concrete works Contractor's handling costs and other charges in respect to Development of SMMEs item Section 2300	Prov. Sum %	 R 924 000.00		 R 924 000.00
TOTAL CARRIED TO SUMMARY					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B13.01	<u>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
	The Contractor's general obligations:				
	(a) Fixed obligations	-	lump	sum	
	(b) Value-related obligations	-	lump	sum	
	(c) Time-related obligations	month	6		
	<u>NB</u> The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the Tender Sum.				
1300	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.01	<u>SECTION 1400:HOUSING, OFFICES AND LABORATORIES</u> <u>FOR THE ENGINEER'S SITE PERSONNEL</u>				
	Offices:				
	(a) Offices (interior floor space only)	m ²	15		
	(b) Ablution units	no	2		
	Office furniture:				
	(a) Plastic Chairs	number	8		
	(b) Plastic Desks	number	2		
	Office installations and equipment:				
	(a) Items measured by number:				
	(b) Fire extinguishers, 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets	number	3		
1400	Carried forward				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
	(b) Prime-cost items and items paid for in a lump sum:			PC Sum	
	(i) The provision of telephone service, including the cost of calls in connection with contract administration and telephone rental	-	-		R 10 000.00
	(ii) Handling costs and profit in respect of sub-item B14.03(b)(i) above	%	R 10 000.00		R 10 000.00
	(iii) Handling costs and profit in respect of sub item 14.03(b)(ii) above	%	R 10 000.00		
	(c) Items measured by area:				
	(i) Notice boards as specified	m ²	8		
14.05	Housing for labourers:				
	(a) Latrine unit as specified	number	2.00		
	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



NO					
	Brought forward				
14.06	Prefabricated houses	number			Rate only
14.07	Rented, hotel and other accommodation:				
	(a) Provisional Sum for providing rented housing, hotel or other accommodation as described in Sub clause 1403(c)(ii)	-	R 15 000.00	Prov Sum	R 15 000.00
	(b) Handling costs and profit in respect of subitem 14.07(a)	%	R 15 000.00		
14.08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	-		Lump sum	
	(ii) Running costs	month	6		
	(b) Services for prefabricated houses:				
	(i) Fixed costs	-	lump	sum	Rate only
	(ii) Running costs	month	6		
	(c) Services for rented houses	month	6		
1400	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

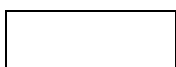
Employer

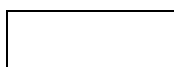
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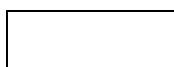
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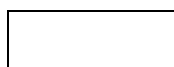


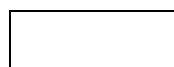
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B15.01		SECTION 1500: ACCOMMODATION OF TRAFFIC				
		Accommodation of traffic and maintaining temporary Deviations				
B15.02			km	1.00		
B15.03		Earthworks for temporary deviations:				
		(a) Shaping of temporary deviations	km	1.00		
		Temporary traffic-control facilities:				
		(b) Portable STOP and GO-RY signs	number	2.00		
		Temporary traffic-control signals as specified or as shown on the Drawings				
		(c) Amber flicker lights Road signs, R- and TR-series, (1200 mm)	number	2.00		
		(f) Road signs, TW-series, (1200 mm)	number	2.00		
		Road signs, STW-, DTG-, TGS- and TG- series (excluding delineators and barricades)	number	2.0		
		(h) Delineators (DTG50J):				
		(i) Single	number	20.00		
		(ii) Mounted back to back	number	20.00		
		(i) Movable barricade/road sign combination	number	4.00		
		(j) Traffic cones (750mm)	number	30.00		
B15.10		Accommodation of traffic where road is constructed in half widths	km			Rate only
B15.16		Traffic Safety Officer	months	6		
1500		TOTAL CARRIED TO SUMMARY				

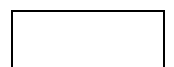

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16.01		<u>SECTION 1600:OVERHAUL</u> Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul)	m ³	2200		
16.02		Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	4 000		
1600		TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION 1700: CLEARING AND GRUBBING</u>				
17.01	Clearing and grubbing	ha	1.5		
17.03	Reclearing of surfaces (on the written instructions of the Engineer only)	ha	0.5		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	6.00		
17.05	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	2.67		
	(b) Pipes with an internal diameter exceeding 750 mm	m ³	2.67		
17.06	Removal and storage of selected vegetation:				
	(a) Cost of removal, storing, protection and replanting in a protected and fenced-off area of selected vegetation	-	Prov	Sum	R 15 000.00
	(b) Charge on Provisional Sum	%	R15 00.00		
1700	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B18.01		<u>SECTION:1800:DAYWORKS</u>				
		Personnel				
		(a) Un-skilled labour	hour	10		
		(b) Semi-skilled labour	hour	10		
		(c) Skilled labour	hour	10		
		(d) ganger	hour	10		
B18.02		(e) Foreman	hour	10		
		Hire of plant and equipment				
		(a)Tipper Trucks:				
		(i)3-5 ton	hour	10		
		(ii)5.1-10 ton	hour	10		
		Loader (0.5m ³ bucket)	hour	10		
B18.03		(b) Grader (CAT 140G or similar)	hour	10		
		(c) Vibratory roller	hour	10		
		(d) Walk-behind roller	hour	10		
		(e) Concrete mixer(250litre)	hour	10		
		Materials				
		(a) Procurement of materials	Prov Sum			
B18.04		(b) Contractor's handling costs ,profits and all other charges in respect of sub-item B1803(a)	%	10		
		Transport				
		(a) LDV	km	500		
		(b) Flatbed truck	km	500		
1800	TOTAL CARRIED TO SUMMARY					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22.01	<u>SECTION 2200:</u> <u>PREFABRICATED CULVERTS</u> <u>Excavation</u> (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m (ii) Exceeding 1,5 m and up to 3,0 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³ m ³ m ³	426.67 42.67 85.33		Rate only Rate only Rate only
22.02	<u>Backfilling:</u> (a) Using the excavated material (b) Using imported selected material (c) Extra over subitems 22.02(a) and (b) for soil cement backfilling, 5% cement:	m ³ m ³ m ³	426.67 85.33 42.67		Rate only Rate only Rate only
22.03	<u>Concrete pipe culverts</u> (b) On class B bedding (i) 600mm diameter (ii) 750mm diameter	m m	128.00 42.67		Rate only Rate only
22.04	concrete for Stand access ramps	m ³	16.00		Rate only
22.05	<u>Portal and rectangular culverts:</u> (b) <u>Without prefabricated floor slabs:</u> (i) 900mm x 600mm Class 100S RP Culverts (ii) 1200mm x 600mm Class 100S RP Culverts	m m	80.00 40.00		Rate Only Rate Only
2200	CARRIED FORWARD				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
22.07	LI	- Cast in situ concrete and formwork - (b) In floor slabs for portal and rectangular culverts including formwork,joints and class U2 surface finish(Grade 25MPa) (c) In inlet and outlet structures, skewed ends, catchpits, manholes, floors, thrust and anchor blocks, excluding formwork but including class U2 surface finish(Grade 25MPa): (d) Formwork of concrete under subitem 22.07(c) above: (i) Vertical formwork for F1 surface finish (ii) Vertical formwork for F2 surface finish	m ³	77.00		Rate only
22.08	LI	Concrete backfill for culverts(Grade 25MPa)	m ³	54.00		Rate only
22.10	LI	Steel reinforcement				
		(a) Welded steel fabric(REF 193)				
		(i)Ref 245	kg	54.00		Rate only
		(ii)Ref 395	kg	270.00		Rate only
		(iii)Ref 670	kg	54.00		Rate only
		(iv)Ref 888	kg	54.00		Rate only
22.12	LI	Removing existing concrete				
		(a) Plain concrete	m ³	16.00		Rate only
22.14	LI	Removing and stacking existing prefabricated pipe culverts(irrespective of size)	m			Rate only
22.18		Brickwork				
		(a)115mm thick	m ²	20.00		Rate only
		(b)230mm thick	m ²	214.00		Rate only
22.19		Plaster	m ²	54.00		Rate only
CARRIED FORWARD						

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
22.23		- Service ducts:				
		- (a) Unplasticised PVC pipes(110mm dia):	m	64.00		Rate only
22.24		Duct marker blocks(Salberg type)	No			Rate only
22.25		Overhaul on excavated material carted to spoil,backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts	m ³ .km	3 200.00		Rate only
22.26	LI	Hand excavation to determine the positions of existing services	m ³	27.00		Rate only
22.27	LI	Re-instating trenches crossing roads				
		(a) Selected layers	m ²	27.00		Rate only
		(b) Subbase	m ²	27.00		Rate only
		(c) Base (including prime coat)	m ²	27.00		Rate only
		(d) Bituminous surfacing	m ²	27.00		Rate only
		(e) Kerbing	m	55.00		Rate only
22.27	LI	Access ramps				
		(a) concrete	m ³	42.67		Rate only
		(b) mesh reinforcement(REF888)	kg	2 150.00		Rate only
2200		TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.01	Concrete kerbing:				
	(a) Prefabricated semi-mountable kerb, SABS 927 fig7, as shown on the Drawings	m	320		Rate only
	(b) Prefabricated semi-mountable kerb, SABS 927 fig3, as shown on the Drawings	m			Rate only
	(c) Prefabricated mountable kerb, SABS 927 fig8, as shown on the Drawings	m	1 067		Rate only
	(d) 200 mm x 300 mm cast in situ (Grade 30 Mpa) reinforced concrete edge beam, as shown on the Drawings.	m ³	80		Rate only
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	533		Rate only
	(b) In hard material	m ²	1 067		Rate only
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining in trapezoidal side side drains				
	(i) Grade 25MPa concrete	m ³	187		Rate only
	(ii) 1 in 5 cement sand mix	m ³	6		Rate only
	(b) Class U2 surface finish to cast insitu concrete trapezoidal drains	m ²	1 067		Rate only
	CARRIED FORWARD				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT FORWARD				
23.09	LI	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
		(a) To sides with formwork on the internal face only	m ²	160		Rate only
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	107		Rate only
		(c) To ends of slabs	m ²	160		Rate only
23.10	LI	Sealed joints in concrete linings of open drains (10mm expansion joints)	m	2 400		Rate only
23.12		Steel reinforcement:				
		(c) Welded steel fabric				
		(i) Ref 395	kg	4 267.0		Rate only
23.13		Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	4 267		Rate only
23.15		Precast concrete blocks in outlet structures	Number	53		Rate only
2300	TOTAL SECTION 2300 CARRIED FORWARD TO SUMMARY					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
31.00		- <u>SECTION 3100: BORROW MATERIALS</u>				
31.01		<u>Excess overburden</u>	m ³	2 700.00		
31.03	LI	<u>Finishing-off borrow areas in:</u>				
		-				
		(a) Hard material	ha	1.20		
		(b) Intermediate material	ha	0.30		
		(c) Soft material	ha	0.30		
3100	TOTAL SECTION 3100 CARRIED FORWARD TO SUMMARY					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
32.06		<u>SECTION 3200:SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS,CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u> Stockpiling of material	m ³	3800.00		
3200		TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
33.01		<u>SECTION 3300:</u> <u>MASS</u> <u>EARTHWORKS</u> Cut and borrow to fill, including free-haul up to 0,5 km: (a) Material in compacted layer thicknesses of 200 mm and less: (i) Compacted to 93% of modified AASHTO density	m ³	960		
33.03		Extra over item 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation	m ³ m ³	533 1 100		
33.04		Cut to spoil, including free-haul up to 0,5 km. Material obtained from: (a) Soft excavation (b) Intermediate excavation	m ³ m ³	800 1 067		
33.09		Material bladed to windrow	m ³	533		
33.10		Roadbed preparation and the compaction of material: (a) Compaction to 93% of modified AASHTO density	m ³	960.00		
33.13		Finishing-off cut and fill slopes, medians and interchange areas: (a) Cut slopes (b) Fill slopes	m ² m ²	267 267		
3300		CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
34.01	<p><u>SECTION 3400 :PAVEMENT LAYERS OF GRAVEL MATERIAL</u></p> <p>Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:</p> <p>(a) Gravel selected layer compacted to:</p> <p>(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(ii) 95% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(c) Gravel subbase (unstabilized gravel) compacted to:</p> <p>(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(ii) 97% of modified AASHTO density for a compacted layer thickness of 150mm</p> <p>(d) Gravel subbase (chemically stabilized material) compacted to:</p> <p>(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(ii) 96% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(e) Gravel base (unstabilized gravel) compacted to:</p> <p>(i) 98% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(ii) 100% of modified AASHTO density for a compacted layer thickness of 150 mm</p>	<p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p>	<p>960</p> <p>267</p> <p>960</p> <p>53</p>		<p>Rate only</p> <p>Rate only</p> <p>Rate only</p> <p>Rate only</p>
3400	CARRIED FORWARD				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTIT Y	RATE	AMOUNT
	Brought forward				
34.01 (cont)	Gravel base (chemically stabilized material) compacted to:				
	(i) 97% of modified AASHTO density for a compacted layer thickness of 150 mm	m ³	960		
	(ii) 98% of modified AASHTO density for a compacted layer thickness of 150 mm	m ³			Rate only
34.02	Extra over item 34.01 for excavation of material in:				
	(a) Intermediate excavation	m ³			Rate only
	(b) Hard excavation	m ³			Rate only
3400	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
35.01	LI	SECTION 3500:STABILIZATION Chemical stabilization(in 125mm thick layer) extra over unstabilized compacted layers(C4 subbase)	m ³	960.00		
35.02		Chemical stabilizing agent: (a) Ordinary portland cement or any tested and approved alternative	t	32.00		
35.03	LI	Mechanical modification(extra over untreated layer): (a) By adding a soil binder (b) By mixing materials from different sources	m ³ m ³	26.67		Rate only
35.04		Provision and application of water for curing	kl	27 000.00		
35.05		Curing by covering with the subsequent layer	m ²	6 400.00		
35.13	LI	Extra over items 35.01 and 35.07 for trial sections	m ³	106.67		
3500		TOTAL SECTION 3500 CARRIED FORWARD TO SUMMARY				

Tenderer

Witness 1

Witness 2

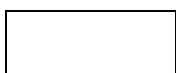
Employer

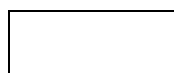
Witness 1

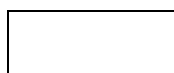
Witness 2

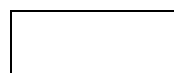


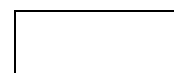
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
52.01	LI	<u>SECTION 5200: GABIONS</u> Foundation trench excavation and backfilling:				
		(b) In all other classes of material	m ³	40		
52.02	LI	Surface preparation for bedding the gabions	m ²	80		
52.03		Gabions:				
		(a) Galvanized gabion boxes, (2.0m x 1.0m x 1.0m)x 2.3mm nominal dia mesh wire,	m ³	16		Rate only
		(b) Galvanized gabion boxes, (6.0m x 1.0m x 0.3m)x2.3mm nominal dia mesh wire	m ³	24		
		(c) Galvanized gabion boxes, (1.0m x 0.5m x 0.5m)x2.3mm nominal dia mesh wire,	m ³	8		
52.04		Synthetic-fibre filter fabric, Kaymat U24 or approved equivalent	m ²	80		
5200		TOTAL CARRIED TO SUMMARY				

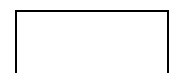

Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
55.01	LI	SECTION 5500: FENCING Clearing the fence line, 2m wide strip	km	8.00		
55.02		Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed (a) Zinc-coated barbed wire (High tensile grade single strand 3,15 x 2.81mm oval shaped wire) (g) Standards (1,85m x 0.56 kg/m "Y" grade single strand 3,15 x 250mm(12m intervals) (h) Droppers (1,2m x 0.56 kg/m Ridgeback pattern for 6 strands(4m intervals) (i) Straining posts, stays and anchors(100m intervals) (1) Vertical (i) Steel straining posts x 101,6 mm outside dia tubular steel posts with caps and 2,95 mm thick walls, 2.13m long excluding cap including stayes	km No No No	0.27 14.00 38.00 3.00		
55.03		New gates, single leaf (a) 3,00 m x 2.13 m Government pattern farm gate manufactured from 42,86 mm x 2,64 mm steel tubing including hinges washers, bolts and locking chain attached to gate fully galvanised	No	27.00		
55.04		Moving existing fences and gates (a) Fences (i) Stock-proof fences	km	1.60		
55.05	LI	Dismantling existing fences and gates (a) Fences (i) Stock-proof fences	km	1.60		
55.07		Ringbolts for anchoring fencing structures	No	8.00		
5500		TOTAL SECTION 5500 CARRIED FORWARD TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
56.01		<u>SECTION 5600: ROAD SIGNS</u> Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: (e) Aluminium sheet regulatory warning and information signs: (1) Triangular (ii) 1220 mm (2) Round (iii) 1220 mm (3) Rectangular (i) 600 mm x 350 mm (iii) 900 mm x 600 mm (b) Steel tubing Excavation and backfilling for road sign supports (not applicable to kilometre posts)	No	2.67		
			No	2.67		
			No	2.00		
			No	5.00		
56.05			t	0.25		
56.06		Extra over item 56.05 for cement-treated soil backfill	m ³	5.00		
56.07	LI	Extra over item 56.05 for rock excavation	m ³	3.00		
5600		TOTAL SECTION 5600 CARRIED FORWARD TO SUMMARY				

Tenderer

Witness 1

Witness 2


Employer


Witness 1


Witness 2





ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
57.01		<u>SECTION 5700: ROAD MARKINGS</u> Road-marking paint: White lines (broken or unbroken): (i) 100 mm wide (ii) 150 mm wide (iii) 300 mm wide Yellow lines (broken or unbroken): (i) 100 mm wide (d) White lettering and symbols (e) Yellow lettering and symbols Transverse lines, painted (f) island(any colour) (g) Kerb markings (any colour)	km km km	1.00 0.40 0.15		Rate only
57.02		Retro-reflective road-marking paint: (d) White lettering and symbols (e) Yellow lettering and symbols Transverse lines, painted island (f) (any colour)	m ² m ² m ²	16.00 16.00 16.00		
57.04		Variations in rate of application: (a) White paint (b) Yellow paint (d) Retro-reflective beads	litre litre kg	1.60 1.60 2.40		
57.06		Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	4.80		
B57.07		Re-establishing the painting unit at the end of the maintenance period	Lump Sum	1.00		
5700		CARRIED FORWARD TO SUMMARY PAGE				



Tenderer


Witness 1


Witness 2


Employer


Witness 1


Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B59.01		<u>SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u> Finishing the road and road reserve:				
		(b) Single-carriageway road	km	1.00		
59.02		Treatment of old roads and temporary deviations	km	0.25		
59.03		Constriction of Traffic Calming Device (Speed Humps) on New and Old Roads	No	13.00		
5900		TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item No.	Payment	Description	Unit	QTY	Rate	Amount
73.00		SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS				
73.01	LI	Concrete block paving (i) 60 mm thick Class 25 Mpa concrete (ii) 80 mm thick Class 25 Mpa concrete	m ² m ²	6 000.00		Rate Only
73.02		Cast insitu concrete edge and intermediate beams	m ³	25.00		
73.03	LI	Provision of approved herbicide and ant poison (a) Provision of materials	PC Sum	1.00	R 10 000.00	R 10 000.00
		(b) Contractor's charges and profit added to the prime cost sum	%	R 10 000.00		
73.04B		Provision of all materials and labour and place 250 micron polythene sheet on road surface prior to installation of paving blocks (Rate to include for offcuts and 300mm overlap at joints).	m ²	4 000.00		
7300		TOTAL SECTION 7300 CARRIED FORWARD TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.02		<u>SECTION 8100: TESTING MATERIALS AND WORKMANSHIP</u> Other special tests requested by the Engineer: (a) Cost of Testing (b) Charge on Prime Cost sum	PC Sum %	1.00 R 50 000.0	50000.00 50 000.00	
8100		TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B	<u>ENVIRONMENTAL MANAGEMENT PLAN</u>				
B100.01	Penalty for unnecessary removal of damage to trees for the following diameter sizes:				
	(a) 2600mm girth or less	No		-5 000.00	Rate Only
	(b) Greater than 2600mm, but less than 6180mm girth	No		-10 000.00	Rate Only
B100.02	Penalty for serious violations				
	(c) Greater than 6180mm girth	No		-30 000.00	Rate Only
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		-10 000.00	Rate Only
	(b) General damage to sensitive environments	No		-5 000.00	Rate Only
	(c) Damage to cultural and historical sites	No		-5 000.00	Rate Only
	(d) Pollution of water sources	No		-10 000.00	Rate Only
	(e) Unauthorised blasting activities	No		-5 000.00	Rate Only
B100.03	Penalty for less serious violations				
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		-1 000.00	Rate Only
	(a) Littering on site	No		-1 000.00	Rate Only
	(b) Lighting of illegal fires on site	No		-1 000.00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No		-1 000.00	Rate Only
	(d) Excess dust of excess noise emanating from site	No		-1 000.00	Rate Only
	(e) Dumping of milled material in side drains or on grassed areas	No		-1 000.00	Rate Only
	(f) Possession or use of intoxicating substances on site	No		-500.00	Rate Only
	(g) Any vehicles being driven in excess of designated speed limits	No		-500.00	Rate Only
B	TOTAL CARRIED FORWARD				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
	(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wild life	No		-2 000.00	Rate Only
	(i) Illegal hunting	No		-2 000.00	Rate Only
	(j) Urination and defecation anywhere except in designated areas	No		-500.00	Rate Only
B	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C	PROVISION OF STRUCTURED TRAINING				
C12.05	Provision for accredited training:				
	(a) Generic skills	Prov. Sum			R 50 000.00
	(b) Entrepreneurial skills	Prov. Sum			R 50 000.00
	(c) Remuneration of workers undergoing Training	Prov. Sum			R 50 000.00
	(d) Handling cost and profit in respect of sub-items E12.05(a) and (b) above	%	100 000.00		
	(e) Training Venue	Lump sum			
C	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SUMMARY OF SCHEDULES

1200	General requirements and provisions	
1300	Contractor's establishment on site and general obligations	
1400	Housing, Offices and laboratories for the engineer's site personnel	
1500	Accommodation of traffic	
1600	Overhaul	
1700	Clearing and grubbing	
1800	Dayworks	
2100	Drains	
2200	Prefabricated culverts	
2300	Concrete kerbing, concrete channelling, chutes and downpipes, etc	
3100	Borrow materials	
3200	Selection, stockpiling and breaking-down the material from borrow pits	
3300	Mass earthworks	
3400	Pavement layers of gravel material	
3500	Stabilisation	
5200	Gabions	
5500	Fencing	
5600	Road signs	
5700	Road Markings	
5900	Finishing the road reserve and treating old roads	
7300	Concrete block paving for roads	
8100	Testing material and workmanship	
B 100	EMP	
C 12.00	Training	
SUB TOTAL 1 FOR CONSTRUCTION COST		
CONTINGENCIES (10%)		
SUB TOTAL 2 FOR CONSTRUCTION COST		
ADD VAT (15%)		
TOTAL FOR CONSTRUCTION VAT INCLUSIVE		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527

CONSTRUCTION OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

SCOPE OF WORK

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

This contract covers the supply of all material, labour, plant and equipment for the construction of 314m of segmented block paving road used by the public. There is currently usage of the road particularly by modes of transport ranging from busses and trucks ferrying people to and from work. The busses carry the local people to urban centres where they are employed while trucks carry various goods used locally.

The employer's objectives are to deliver public infrastructure using labour-intensive methods and subcontractors where possible. The project will be executed using both conventional construction methods as well as labour based methods. This is as per the program of the National Department of Public Works the Special Public Works Programme (SPWP) as the guidelines of the Expanded Public Works Programme (EPWP).

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities that are to be performed by hand/Labour-Intensive Specification ⁽¹⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

Bidders must note that preference will be given to local based companies and that this bid may be awarded to more than one company.

C3.1.1.1 LOCAL SMMEs DEVELOPMENT

The Contractor will be required to employ local SMMEs Sub-Contracting Company to assist with the excavations of trenches and foundations. The SMMEs Company will be responsible for the appointment of local labourers from the Nkangala District community.

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

The rate of pay set in the SAFCEC tables (South African Federation of Civil Employer's Agenting Contractors). The rate of pay set in the SAFCEC tables (South African Federation of Civil Employer's Agenting Contractors). Sub-contractors must be paid fortnightly and the main contractor must allow for financing such payouts. Sub-contractors must be paid within 7 days from presenting invoice and failure to adhere will be penalised R1 000/day. Failure of sub-contractors for non-payment of his labour will be penalised at 50% of his payment by the main contractor. Contractor must provide enter market-related rates.

The contractor must familiarise him/her with the abovementioned requirements and price this document accordingly.

C3.1.1.2 KEY PERSONNEL

The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.

The person nominated to act as project site agent for the project must be a registered with the Engineering Council of South Africa (ECSA) as a Candidate Engineering Technician and be in a possession of a diploma in Civil Engineering and have subsequent there of one-year experience in roads construction.

The person nominated for construction monitoring must have a certificate in Civil Engineering with one-year experience in supervision of roads construction.

C3.1.2 OVERVIEW OF THE WORKS

Construction of 1 km of segmented block paving internal roads within Tokologo Township in Mhluzi:

C3.1.3 EXTENT OF WORKS

The works shall consist of the Upgrading of 1km Tokologo Road, Phase 2, and the following are the main items to be covered:

- Supply all materials and lay approximately 18000 square meters of paving blocks,
- Construct approximately 900 cubic meters of 150mm thick G5 base layer,
- Construct approximately 900 cubic meters of 150mm thick G7 elected layer,
- Construct approximately 80cubic meters of 150mm thick Concrete Access Ramps,
- Construct approximately 1 km of concrete V-drain(1m wide by 150mm depth) ,
- 50m of trapezoidal drain(1.8m width by 0.6m depth) ,
- Construction of 13 Speed Humps,
- Provision and installation of 600 mm diameter pipe culvert.

Construction of appurtenant works such as edge beam and kerbing, etc.

Location and protection of existing services;

Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

The tenderer must allow minimum of 30% of the overall works for SMME's development.

Approximate quantities of each type of work are given in the Schedule of Quantities.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



.4 LOCATION OF THE WORKS

The project is located in Tokologo Township Steve Tshwete Local Municipality's area of jurisdiction in the Nkangala Region in Mpumalanga.

The GPS coordinates of the projects are given in table 1 below;

Table1: GPS coordinates for proposed project

Description	Longitude	Latitude
Start	29°24'7.33"E	25°45'54.05"S
End	29°23'57.12"E	25°45'49.59"S

C3.1.4.1 CONSTRUCTION PROGRAM

1. Construction work under this contract should start not later than two weeks after site handover and should be completed not later than 6 months after site handover.
2. It is required that the tenderer to submit a detailed construction program linked to the duration of the project and clearly indicating the key deliverables time frames coupled there to and sequence of events.

C3.1.5 TEMPORARY WORKS

The will be no temporary works on this project.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsibility
Design of Works	Employer's Agent
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Employer's Agent
Final Design of Works	Employer's Agent
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Employer's Agent
Placement of Advertisements in newspapers	Client
Application of Eskom connection point	Client / Employer's Agent / Contractor
Payment of Eskom connection fees	Contractor
Appointment of sub-contractors	Contractor
Supervision	Employer's Agent
Preparation of as-built drawings	Contractor / Employer's Agent
Completion certificate	Employer's Agent / Client / Contractor

C3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the standard specifications.

C3.2.3 CONTRACTOR'S DESIGN

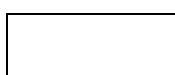
Where the contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional Employer's Agent's design certificate.

C3.2.4 DRAWINGS

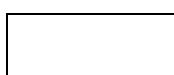
The Employer's Agent will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Employer's Agent at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

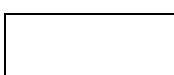
The drawings listed below are attached in order to give an overview of the project.



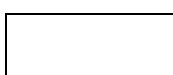
Tenderer



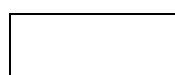
Witness 1



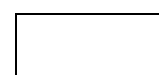
Witness 2



Employer



Witness 1



Witness 2



Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2010), be issued to the Contractor by the Employer's Agent/Employer on the commencement date and from time to time as required.

DRAWING TITLE	DRAWING NO.
ROAD LAYOUT PLAN 1	THOKO-10-18-(57527)-RDS-001
RD1-LONG SECTION	THOKO-10-18-(57527)-RDS-002
RD1-CROSS SECTIONS(0 TO 320)	THOKO-10-18-(57527)-RDS-003A
RD1-CROSS SECTIONS(320 TO 630)	THOKO-10-18-(57527)-RDS-003B
RD2-LONG SECTION AND CROSS SECTIONS	THOKO-10-18-(57527)-RDS-004
TYPICAL CROSS SECTION AND CHANNEL DETAILS	THOKO-10-18-(57527)-RDS-005
TYPICAL CULVERT DETAILS	THOKO-10-18-(57527)-RDS-006
TYPICAL INTERSECTION	THOKO-10-18-(57527)-RDS-007
ROAD MARKINGS	THOKO-10-18-(57527)-RDS-008

The applicable drawings mentioned above are attached under Part C5.2.

C3.2.5 DESIGN PROCEDURES

Designs shall be concluded by the Employer's Agent and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the Employer's Agent for capturing. Under no conditions will the contractor deviate from the issued design unless the Employer's Agent formally approves thereof in writing.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.4 : CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

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

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200	GENERAL REQUIREMENTS AND PROVISIONS.....
SECTION 1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....
SECTION 1400	HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL.....
SECTION 1500	ACCOMMODATION OF TRAFFIC.....
SECTION 1700	CLEARING AND GRUBBING.....
SECTION 1800	DAYWORK SCHEDULE.....
SECTION 2100	DRAINS.....
SECTION 2200	PREFABRICATED CULVERTS
SECTION 2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS.....
SECTION 3100	BORROW MATERIALS.....
SECTION 3300	MASS EARTHWORKS.....
SECTION 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL.....
SECTION 5600	ROAD SIGNS.....
SECTION 5700	ROAD MARKINGS.....
SECTION 5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS.
SECTION 8100	TESTING MATERIAL AND WORKMANSHIP.....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1201 SERVICES

Add the following to the fifth paragraph:

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

B1204 PROGRAMME OF WORK

(a) General requirements

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

Add the following after the third paragraph:

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

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

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC’s).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.
- Expected weather conditions and their effects.
- Known physical conditions or artificial obstructions
- The requirements and effects of local Labour.
- The accommodation and safeguarding of public access and traffic
- Period within the works shall commence.
- Months during which surfacing limitations should apply.

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

Add the following:

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

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

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

(e) Materials on the site

Add the following:

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

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

Add the following to this clause (1209)

“(g) Brandnames

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Where materials have been specified by brandnames, the rates tendered will be held to have been based on that material. Other similar materials may be submitted to the Employer's Agent for approval.

(h) Payments Certificates

With reference to Sub-Clause 52(1) of the General Conditions of Contract, the Employer's Agent's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor in the form prescribed by the Employer's Agent.

The cost of duplicating and delivering copies of the Employer's Agent's Certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. A total of three copies of the certificate (A-4 size) will be required by the Employer's Agent and the Employer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

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

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

in which formula the symbols shall have the following meanings:

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

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (b) The rainfall records at rainfall station number **30934 – Petit** for the period **January 2008 to June 2018** are reproduced in the accompanying table, and the monthly averages (Rn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn in the formula above. Data for Nn will be availed once it is obtained. The values of X and Y shall be 20 and 10 respectively
The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula.
The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn indicated in the table and Nn that is still to be provided.
- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Employer's Agent, the Employer's Agent shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Subclause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Employer's Agent monthly;

provided always that

- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
(ii) the 28-day period allowed to the Employer's Agent in terms of Subclause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

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

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.2.6(a) above;
provided always that
- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
(ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Employer's Agent, shall not be taken into account in the calculation of the monthly "V" values;
(iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
(iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (f) The Employer's Agent shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

LEGEND

"AVE" represents the average rainfall for the month

"N DAY RAIN" represents the average number of rain days per month (this data will be made available)

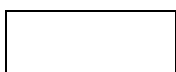
PERIOD: 2008-2018

30459 PETIT Lat:-- -25.55065 Lon: 28.73549 Altitude: 1405

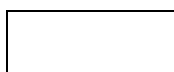
Month	Average Rainfall (mm)	Rain Days (Per Month)
January	99.581	10.2
February	48.578	5.8
March	67.221	7.7
April	37.688	5.3
May	8.850	2.4
June	6.280	1.4
July	0.692	0.8
August	22.058	1.4
September	14.415	1.7
October	44.339	8.1
November	74.082	11.5
December	96.686	10.5

or

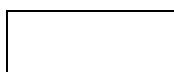
Method (ii) (Critical path method)



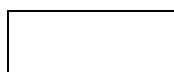
Tenderer



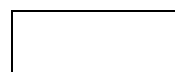
Witness 1



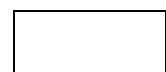
Witness 2



Employer



Witness 1



Witness 2



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

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

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

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

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

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

Add the following subclauses:

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

B1222 USE OF EXPLOSIVES

Add the following subclauses:

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

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

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

Add the following new clauses:

“B1230: IN-SERVICE AND STRUCTURED TRAINING

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

(a) Details of in-service and structured training

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

(b) Lead time for training

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

B1231 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employer’s Agent to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(b) Payment for the Community Liaison Officer (CLO).

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 with a minimum salary of R 5 000.00 per month.

(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, Employer's Agent and employer at a maximum period of a six months basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subletting shall in all cases be critically considered by the Employer's Agent.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subcontracting shall in all cases be critically considered by the Employer's Agent. The Employer's Agent reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

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

B1234 HEALTH AND SAFETY ACT 1993

The contractor shall provide the following:

- a) Contractors initial obligations in respect of the OHS Act and Constructions regulations
- b) Provision of full-time Health and Safety officer
- c) Submission of the Health and Safety file

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B1235 MEASUREMENT AND PAYMENT

Add the following items:

ITEM	UNIT
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B12.01	a) Protecting and relocating of existing services	Provisional Sum
	b) Handling costs and profit in respect of sub item B1201 a)	Percentage (%)

ITEM	UNIT
------	------

B12.02 Provision for a Community Liaison Officer

a) Provisional sum for the payment of the Community Liaison Officer (R 5,000.00 / month)	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.04 (a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract. The Tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

ITEM	Unit
------	------

B12.03 Payment of PSC member

a) Provisional sum for the payment of the PSC (at R600/month)	Provisional Sum
b) Handling cost and profit in respect of sub-item B12.34 a)	Percentage (%)

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

B12.36 Occupational Health and Safety obligations

a) Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Provisional sum
b) Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month
c) Provision of full time health and safety officer	Month
d) Submission of the health and safety file	Lump sum
e) Handling cost in relation to B1236 d)	Percentage (%)

Payment of the rate per month for sub-item B12.36 b) shall include full compensation for all the contractors' obligations relevant to the Occupational Health and Safety Act No 85 and

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

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

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

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

(1) Housing

The Contractor shall not erect any housing on the site of the works. The Contractor shall make all the necessary arrangements for accommodation of his personnel in approved areas.

(2) Services

The Contractor shall at his own expense, make the necessary connections to any utility services required by him for the execution of the works.

(3) Sanitation

The Contractor shall provide suitable sanitary arrangements for his staff at his campsite. If outside latrines are provided, they shall be of a neat construction and shall be provided with doors and locks. They shall be to the satisfaction of the Employer's Agent and the Local Authorities.

The Contractor shall provide at each work site at least one portable chemical latrine for use by construction workers. The latrines shall be serviced daily and maintained in good condition.

The Contractor shall be responsible for providing all necessary services to keep the latrines for himself, the Employer's Agent and the subcontractors and the Site in a clean, neat and hygienic condition, including the cost of refuse removal and disposal from the Site and from all accommodation provided by him.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



If the Contractor fails to provide and / or maintain all Site sanitation facilities in a clean and hygienic condition the Employer's Agent may order the Contractor to suspend any or all work on the Site until the requirements of the Specifications are met. No payment shall be made for any delays or disruption of the Works caused thereby nor shall extensions of time be granted for such delays.

On completion of the Contract, the Contractor shall remove the sanitation system and reinstate the area to the satisfaction of the Employer's Agent. No separate payment will be made for this work and the Contractor shall allow for this in his tendered rates for establishment.

(4) Security

The Contractor shall provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as agreed with the Employer's Agent.

All costs in connection with the provision of security shall be allowed for by the Contractor in his tendered rates for establishment on site.

(5) Environmental Protection

Construction will take place within the existing road reserve and every precaution must be taken to protect the established vegetation and roadside facilities. It is therefore essential that the Employer's Agent be continually consulted throughout the contract period to ensure that environmental considerations are satisfied.

Failure to show adequate consideration to the environmental aspects of this contract will be sufficient for the Employer's Agent to have the Contractor's representative or any other Contractor's employee(s) removed from the site in terms of Clause 24 of the General Conditions of Contract.

The following conditions have been imposed and shall be strictly complied with:

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether the boundaries are fenced off or not.

The Contractor shall, to the satisfaction of the Employer's Agent, take every necessary precaution to prevent the contamination of any watercourses.

The Contractor shall plan his activities so that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impractical, it shall be temporarily stockpiled for later loading and transportation to where it will be used.

Stockpiling areas shall be indicated to and approved by the Employer's Agent. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.

The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the campsite and working areas.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site than in the campsite, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.

The Contractor has no right to the trees and shrubs on the site.

No bituminous material or waste material shall be dumped within the road reserve, even if only as a temporary measure. Provision shall be made to remove such excess material directly off the site to spoil areas to be provided by the Contractor".

B1303 PAYMENT

ITEM

UNIT

B13.01 The contractor's general obligations

(As specified)

Add the following after the fifth paragraph:

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

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

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

B1402 OFFICES AND LABORATORIES

(a) General

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

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

Separate payment shall be made for the provision and erecting of the security fence and gate, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's Tendered rate for item B13.01(c)."

b) Offices

Add the following new sub-sub-clause:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- “(xviii) The Employer's Agent's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones.”

Provision of Photostat facilities

- (xix) The contractor shall provide for general use the photo copying equipment with the necessary ink and paper to produce black and white as well as colour copies complete with power supply.
- (xx) Supply of computers, printers and related equipment.
The contractor shall supply the Employer's Agent with HP Probook 470 G2 core 17 or higher complete windows 7 professional, with latest version of office and Ms Projects, the up to date antivirus and Winzip. The contractor shall also provide a print, scan and copy combo machine for the exclusive use of the Employer's Agent's staff.
- (xxi) Supply of survey services, assistants and survey equipment. The contractor shall provide the services of a qualified Engineering surveyor complete with assistants and equipment.

B1403 HOUSING

c) Rented accommodation

Add the following:

“The Employer's Agent may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the Employer's Agent.

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

ITEM	UNIT
B1403 (b) (ix) 1. Provision of cellular telephones	Number (No)
2. Provisional sum for the costs of cellular call and other charges	Provisional sum
3. Handling cost and profit in respect of sub-item B14.03 (b) (ix) 2	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix) 1 shall be the number of cellular telephones supplied to the Employer's Agent's site supervisory staff. The Tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider.”

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	UNIT
B1411 1. Supply of Computer, Printer and related equipment (HP with windows 7)	Number (No)
a) Computers	
i. Personal computer (Laptop type with windows 7)	Number (No)
b) Printer	
ii. Colour printer with scan and fast capabilities	Number (No)
c) Software as specified	
(ii) Microsoft office professional	Number (No)
(iii) Ms Project (latest version)	Number (No)
(iv) Antivirus software	Number (No)
(v) Winzip (latest version)	Number (No)
d) Handling cost and profit in respect of B1407	Percentage (%)

ITEM	UNIT
B14.13 Provision and erection of security fencing (Including gate)	metre (m)

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

General: Method of payment

Add the following:

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

B14.14 Supply of survey services, assistants and survey equipment (for the duration of the project)

a) Supply of GPS and dumpy level	Number (No)
b) Provision of survey assistants	Number (No)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(e) Access to properties

Add the following:

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

(i) Traffic safety officer

Add the following to the end of the second paragraph:

“The contractor shall submit a CV of the candidate to the Employer’s Agent for approval before the candidate is appointed as the traffic safety officer. “

Insert the following as the opening phrase to sub-sub-clause (i):

“make himself available to discuss road safety and traffic accommodation matters whenever required by the Employer’s Agent and shall be responsible...”

Add the following after subclauses (viii):

- “(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- “(vi) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights.

A warning sign with the words “CONTRACTOR TRAFFIC CONTROL” and/or “AANNEMER VERKEERSBEHEER” in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall be switched on and the warning sign are displayed at all times when the vehicle is used on the site.

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

Add the following new subclauses:

“(j) Handing over the site

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

“(l) Maximum lengths of construction areas

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

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

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

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

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

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

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the Employer's Agent."

(c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Employer's Agent.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Employer's Agent."

e) Warning devices

Add the following:

"It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the Employer's Agent's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

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

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



are described in CLAUSE b 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1."

B1518 MEASUREMENT AND PAYMENT

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

"The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations."

Renumber item 15.03 as B15.03

Add the following sub-item:

"ITEM	UNIT
B15.01: Accommodating traffic and maintaining temporary deviations	kilometre (km)

Add the following:

"The tendered rate shall include full compensation for the general obligations and incidental cost-items necessary for the accommodation of traffic and the construction and maintenance of deviations, including existing roads that are being used as deviations, during the construction period and during the maintenance period where such items of cost are not specially paid for under the pay items provided under this section in the schedule of quantities.

It shall also include, where necessary, communications equipment required to regulate traffic, for the provision and maintenance of temporary drainage, arranging for the moving of services, attending to traffic problems, complying with the requirements of the Road Signs Manual, and for providing temporary access to private properties. Additional payment will only be made for extra traffic aids, not shown on the drawings that have to be provided or used on instruction of the Employer's Agent.

The length of a specific section shall be measured once only and compensation shall include all work to be carried out regardless of the number of widths in which it has to be executed.

Payment shall be made in two equal instalments. The first instalment shall be made when suitable deviations have been approved for use or when traffic is taken over half-width construction.

The second instalment shall become due when the traffic can be accommodated on the new road, all bypasses have been obliterated and all general obligations of the Contractor have been complied with, all to the satisfaction of the Employer's Agent."

<u>ITEM</u>	<u>UNIT</u>
B15.03 : Temporary traffic-control facilities	

Amend the subitem as follows:

<div></div> <div>Tenderer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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“(a) Flagmen

month

Amend the first paragraph as follows:

“The tendered sum per month shall be full compensation for the providing of flagmen as required and indicated on the drawings, as well as for flagmen required for any other activities by the Contractor.”

Add the following new subitems:

“(n) Road signs, Number (No)

TW series, 1 500 triangular sides, including TIN 1 500 x 400

“(o) Road signs Number (No)

TW series, 1 200 x 1 600 including TIN 1 200 x 400

A provisional sum has been included in the schedule of quantities to allow for the supply and installation of any additional signs, reflective tape or other materials requested by the Employer's Agent on instruction and in accordance with clause 1503, and press releases”.

Add the following:

“(n) and (o)”

The unit, of measurement shall be number of each sign provided and completely erected”.

Amend the following notes in the measurement paragraphs as follows:

“The tendered rate for subitem (h) shall also include full compensation for the sign stand, for the provision of two sandbags per delineator to hold it in position and for their replacement when necessary due to whatever reason. Only the standard plastic type road sign TW 401/402 (Old DTG 50 J) will be allowed on this Contract”.

ITEM

UNIT

B15.04 : Relocation of traffic-control facilities

Lump sum

Add the following:

“The lump sum tendered will be payable monthly in instalments in relation to the value of the work done (excluding the value of any price adjustments CPA and contingencies in terms of the General Conditions of Contract).”

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM

UNIT

**B15.10 Accommodation of traffic where the road is
constructed in half-widths**

kilometre (km)

Delete the last paragraph and add the following:

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

Payment for the provision of flagmen, road signs, delineators, communication devices and traffic signals shall be made elsewhere”.

ITEM

UNIT

B15.11 : Traffic signals

- (a) Supply of traffic signals (one construction area:
two set-ups)

Number (No)

- (b) Operating and maintaining of traffic signals provided
under subitem B15.11 (a)

Month

The unit of measurement for subitem (b) shall be the months on which a traffic signal unit is being operated (one construction area: two set-ups).

The tendered rate for subitem (a) shall include full compensation to provide equipment for one construction area, (two set-ups) namely four traffic signal lights on 2,5 m high steel poles complete with all electric wiring, two 4 m² huts complete with lighting, two portable chemical latrines, two generators and one standby generator to provide electricity to traffic signals and floodlights, ten 500 W floodlights (metal halide lamps) on 3,5 m high timber poles complete with electrical wiring and for erecting and commissioning the equipment.

The tendered rate for subitem (b) shall include full compensation for the provision of staff to operate the traffic signal, as well as for all incidentals necessary to operate and maintain the traffic signals for 24 hours a day, 7 days a week”.

ITEM

UNIT

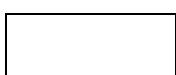
**B15.16: Media release and public relations,
additional signs, etc.**

- (a) Media releases and public relations, additional signs etc.

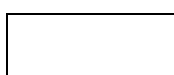
PC Sum

- (b) Handling cost and profit in respect of subitem B15.16 (a)

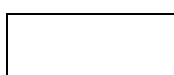
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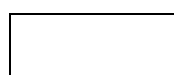
Tenderer



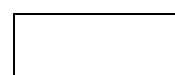
Witness 1



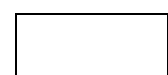
Witness 2



Employer



Witness 1



Witness 2



PC Sum provided to cover costs related to public notices and instructed by the Employer's Agent.

The tendered percentage for sub-item (b) shall include full compensation for the handling cost and profit of the Contractor in connection with sub-item (a).

ITEM

UNIT

**B15.17: Penalty to be deducted for non-compliance
with Requirements for accommodation of traffic:**

- | | | |
|----|------------------------------|-------------|
| a) | Fixed penalty per occurrence | Number (No) |
| b) | Time-related penalty | Hour (hr) |

In subitem B15.17 (a) a fixed penalty of R5000, 00 per occurrence shall be deducted for each an every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of Project Specifications.

In addition to subitem B15.17 (b), a time-related penalty of R500,00 per hour over and above the fixed penalty in subitem B15.17(a) shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within two hours after an instruction of this effect has been given by the Employer's Agent. The Employer's Agent's instruction shall state the time in hours for reinstatements of the defects. Should the Contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given."

ITEM

UNIT

B15.18 Provision of a site safety and Traffic-Control Officer month

The unit of measurement shall be the period in months that the approved Traffic Safety Officer is employed. The tendered rate per month shall include full compensation for the cost of the Traffic Safety Officer to conduct his duties as specified in subclauses 1502(i) and B1502(i).

ITEM

UNIT

B15.19 Provision of traffic safety equipment for the Employer's Agent

- | | | |
|-----|---|-------------|
| (a) | Emergency rotating amber flashing lights for mobile use | Number (No) |
| (b) | Safety jackets | Number (No) |

The unit of measurement shall be the number of each item provided as specified and approved by the Employer's Agent.

The tendered rates for the various safety items shall include full compensation for provision thereof.

SECTION: 1700: CLEARING AND GRUBBING

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION: 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

Add the following:

B1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the Employer's Agent during the construction period which was not foreseen at Tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the Employer's Agent.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorisation is obtained from the Employer's Agent.

B1803 MEASUREMENT AND PAYMENT

The Employer's Agent may order the following day work items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Compaction Rollers:	
	(i) Vibrator roller	Hour(h)
	(ii) Tamping roller	Hour (h)
	(iii) Grid roller	Hour(h)
B18.08	Hand Controlled Compactors	
	(i) Pedestrian roller (Bomag BW90)	Hour(h)
	(ii) Vibratory plate	Hour(h)
	(iii) Rammers	Hour(h)
B18.09	Water truck (min 10000 l)	Hour(h)
B18.10	Dozer (D7 or similar)	Hour(h)
B18.11	Provisional sum allowed for day works	Sum

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the Employer's Agent regarding the classification and composition of all labourers in terms of "unskilled" and "skilled" labourers required for the work as ordered by the Employer's Agent."

2100 : DRAINS

B2103 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Amend this sub-clause by adding the following to the end of the third paragraph:

"(category-heavy duty) or SABS 1601 (stiffness class 350)

The pipes to be used shall be either slotted u PVC pipes or perforated HDP pressure pipes, 100 mm ID."

(ii) Natural permeable material

Add the following to the 3^d paragraph:

"The crushed stone shall coarse (19mm nominal) and shall be washed clean of all fines", conforming to the following specification:.....

Percentage passing through a 26,5mm sieve: 100 %.

Percentage passing through a 19,0mm sieve: 60-85 %.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:

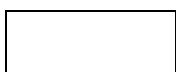
"The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2."

(b) Construction of subsoil drainage systems

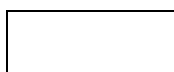
Add the following sub-clause:

"(v) Proving of pipes in subsoil drainage systems

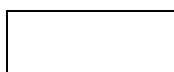
On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill \pm 400mm long



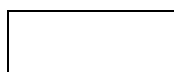
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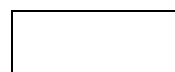
Witness 1



Witness 2



Employer



Witness 1



Witness 2



and 5mm in dia less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe."

B2107 MEASUREMENT AND PAYMENT

Item **Unit**

B21.01 Excavation for open drains

Add the following to the penultimate paragraph:

"The tendered rate shall also include full compensation for trimming the open drains and preserving excavated material for shoulder reconstruction"

Item **Unit**

B21.04 Impermeable backfilling to subsoil drainage systems

Add the following new subitems:

(a) Unstabilised natural gravelcubic metre (m³)

(b) G5 material stabilised with 4% stabilising agentcubic metre (m³)

Item **Unit**

**B21.12 Concrete outlet structures, manhole boxes, Junction boxes,
and cleaning eyes for subsoil drainage systemsnumber (NO)**

Add the following:

"The tendered rate shall also include full compensation for procuring and finishing the galvanised woven wire mesh, cutting, waste, installing the wire mesh at outlets and keeping the wire mesh in the pipe openings clean for the duration of the contract period."

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 14m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the Employer's Agent has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the Employer's Agent.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the Employer's Agent has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The Employer's Agent must be given the opportunity to load test units if he considers this necessary”.

The precast units will be founded on a Precast Concrete Base Slab, size of which must be verified before it is purchase. The Precast Concrete Base Slab will be founded on a soil cement bedding.

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wing walls and headwalls”.

B2204 CONSTRUCTION METHODS

Add the following:

“In all cases where soft founding materials are classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the Employer's Agent. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the Employer's Agent shall authorise the supplementary payment to the contractor for such work at the Tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

"(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the Employer's Agent shall authorise the supplementary payment to the contractor for such work at the Tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the Employer's Agent.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B.2210 (b) (i) Cast in situ invert slabs

Replace with the following:

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face).

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

Delete subclause B.2210 (b) (ii): "Prefabricated floor slabs."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the Employer's Agent."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

"The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish."

(h) Prefabricated inlet and outlet structures

Add the following:

"The use of precast concrete inlets and outlets as described in clause 2212(h) shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section."

B2218 MEASUREMENTS AND PAYMENT

Add the following:

"ITEM	UNIT
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B22.01	(c) Extra over subitem B22.01 (a) for excavation by hand using hand tool cubic metre (m ³)
--------	--

Measurement shall be as specified for pay item 22.01 of the standard specifications.

The Tendered rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

ITEM	UNIT
-------------	-------------

B22.07	(f) Formwork for joints in cast in situ concrete invert slabs
(i)	Transverse construction joints (type indicated) square metre (m ²)
(ii)	Longitudinal joints (as per drawing) metre (m)

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

ITEM	UNIT
B22.29 Tie bars for joining in situ concrete invert slabs to inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)	Number (No.)

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The Tendered rate shall include full compensation for supply and installation of the tie bars.

ITEM	UNIT
B22.30. a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated)	cubic metre (m ³)
b) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate)	cubic metre (m ³)

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The Tendered rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
B22.31 Dewatering and keeping dry of culvert excavations	

The unit of measurement shall be the number of culverts constructed. The Tendered rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

- (i) 80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.
- (ii) Remaining 20% of the payment shall be made after the wingwalls have been constructed and backfilled.

ITEM	UNIT
B22.32 Cutting of concrete pipes	
a) Diameter indicated	Number (No.)

The unit of measurement shall be the number of pipes that have been cut. The Tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m.

Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2301 SCOPE

Add the following:

"The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A	: In situ concrete channel, 0,8m wide on fills
Type B	: Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	: In situ concrete kerbing at intersections
Edge beam	: In situ concrete kerbing at farm access and bus stops
Type E, F1 & F2	: In situ concrete "V"-shaped channels in side drains and open drains."

B2302 MATERIAL

Add the following new subclauses:

(e) Metal pipes

"Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications."

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

"Slip-form kerbing shall under no circumstances is allowed."

(e) Cast in situ kerbs and channels

Add the following:

"Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm."

Add the following new subclauses:

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

"In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork.

All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete.

No payment shall be made for repair work as instructed by the Employer's Agent to damage caused by the cutting/excavating process of surfacing and base layers.

Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the Employer's Agent, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

(k) Formwork and finish

"Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool."

B2308 MATERIALS

(iii) Concrete lining for open drains

Add the following:

"Supply and install 140mm thick, (340 x 400 x 95mm) Armoflex

B2308 MEASUREMENT AND PAYMENT

ITEM	UNIT
B2308 Supply and install 140mm thick, (340 x 400 x 95mm) Armoflex complete with galvanised fencing wire/synthetic rope	

Add the following pay items:

ITEM	UNIT
B23.08 Concrete lining for open drains (a) Supply and install 140mm thick, (340 x 400 x 95mm) Armoflex complete with galvanised fencing wire/synthetic rope	m ²

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

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

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

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor's responsibility and entirely at his own expenses."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

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

f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including an access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supplied on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Add the following new subclause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the Employer’s Agent and shall be maintained at the contractor’s own cost to the satisfaction of the Employer’s Agent.”

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM UNIT

B31.01 Excess overburden:

(a)	Depth up to and including 0,5m	cubic meter (m ³)
(b)	Depth exceeding 0,5m and up to 1,0m	cubic meter (m ³)

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

"ITEM UNIT

B31.04 Compensation to landowners:

(a)	Prime cost sum for compensation to landowner's	prime cost (PC) sum
(b)	Handling cost and profit in respect of sub-item B31.04 (a) above	percentage (%)

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the Employer’s Agent. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The Tendered percentage is an extra over percentage on the amount actually spent under sub-item B31.04 (a) which shall include full compensation for the handling costs and profit of the contractor."

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3204 BREAKING-DOWN THE MATERIAL

(a) Initial breaking-down of the material in cuttings; borrow pits and existing pavement layers

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

(b) Further breaking-down of pavement material

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION

Add the following new subclause:

(d) Pioneer layer

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

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SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the Employer's Agent, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as per Employer's Agent's instructions.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

B3308 FINISHING THE SLOPES

(d) General

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO

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density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

“ITEM	UNIT
B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m ³)

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The Tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the Employer's Agent for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

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SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The road consists of the following pavement as follows:

Basecourse	150mm G4 Natural Gravel
Sub-base	150mm C4 Natural Gravel
Selected layers	450mm G7 Natural Gravel
Roadbed	150mm G8 Natural Gravel

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500 : Stabilization shall also apply to the relevant layers.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Basecourse	98% of Modified AASHTO density
Sub base	95% of Modified AASHTO density
Selected layers	95% of modified AASHTO density
Roadbed	93% of modified AASHTO density

Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.

There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

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) 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.

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SECTION 3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Add to Sub-clause 3502(a) the following:

The new SABS ENV 197-1 standard specifications will be applicable to this Contract (Refer to Clause B1229 in the Project Specification). According to these specifications the following cements are prescribed:

- (ii) Ordinary Portland cement: CEM 1
- (iii) Portland blast-furnace cement: CEM III/A, III/B AND III/C
- (iv) Ground granulated blast-furnace cement: As specified in 3502(a)(iv)
- (v) Portland fly-ash cement: CEM II/A-V, CEM II/B-V, CEM II/A-W, CEM II/B-W

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Employer's Agent. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

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

The Contractor shall advise the Employer's Agent at least 24 hours in advance of any

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stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the Employer's Agent is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the Employer's Agent. No additional payment shall be made for such removal and remedial work.'

B3510 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 Bill of Quantities.

Payment Item B35.02 Chemical stabilising agent

Add the following note to this payment item:

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SABS ENV 197-1.

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SECTION 4100: PRIME COAT

B4101 SCOPE

Add to Clause 4101 the following:

This section shall also cover the application of prime coat to paved pedestrian footpaths.

B4102 MATERIALS

(a) Priming Material

Add to the words "such as MSP 1 or similar," to the last of the listed priming materials, that is inverted bitumen emulsion.

B4104 WEATHER AND OTHER LIMITATIONS

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

- (g) When the moisture content of the top 50mm of the base layer is more than 50% of the optimum moisture content as determined by the Employer's Agent.

B4110 MEASUREMENT AND PAYMENT

Item	Unit
B41.01 Prime coat	litre

Add to Payment Item 41.01 the following:

The schedule of quantities shall differentiate between the seal applied to the roadway and the seal applied to the pedestrian footpath.

B4200: ASPHALT BASE AND SURFACING

B 4202 MATERIALS

(a) Bituminous binders

- (i) Conventional binders

Add the following

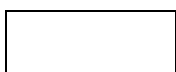
"The binders to be used shall be as follows:

- (a) Continuously graded surfacing course: 60/70-penetration grade bitumen".

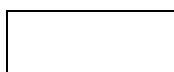
- (iii) Homogeneous modified binders

Replace the last sentence with:

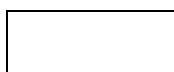
"The modified binder to be used on this project shall be A-E2



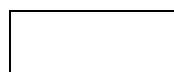
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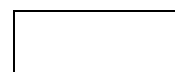
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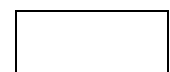
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The homogeneous modified binder shall be manufactured according to the guidelines contained in “Technical Guideline: The use of Modified Bituminous Binders in Road Construction (TG 1-Second Edition November 2007): Asphalt Academy”. The base bitumen shall conform to SABS 307, or a blend of SABS 307 grades. The type as well as percentage of modifier is not prescribed, however the contractor shall indicate in the mbd 3.1 what polymer he shall be using.

The properties of the homogeneous modified binder shall comply with the relevant requirements for binder class A-E2 * as listed in table B4202/12.

TABLE B4202/12: PROPERTIES OF POLYMER-MODIFIED BINDER FOR HOT-MIX ASPHALT

Property	Unit	Min/Max	Test Method	Binder Class
				A-E2
Softening Point	°C	Min	MB-17	65-85
Dynamic Viscosity @165°C	Pa.s	Max	MB-18	0.6
Dynamic Viscosity @ 165°C	Pa.s	-	MB-18	≤ 0.6
Ductility @ 15°C	cm	Min	MB-19	50
Force Ductility @ 5°C	N		EN 13703	Report ³
Elastic Recovery @ 15°C	%	Min	MB-4	>60
Torsional Recovery @ 25°C	%	-	MB-5	Report
Storage Stab @ 160°C)	°C	Max	MB-6	≤5
Flash Point	°C	Min	ASTM: D93	>230
Complex shear modulus: G*Sin δ @10 rad/s	°C	-	AASHTO:TP5	Report
Creep Stiffness	MPa	-	AASHTO:TP1	Report
Properties after ageing (RTFOT)			MB-3	
Diff in Softening Point	°C	-	MB-17	-2 to +8
Elastic Recovery @ 15°C	%	Min	MB-4	>50
Mass change	%	Max	MB-3	1.0
Torsional Recovery @ 25°C	%	-	MB-5	Report
Dynamic Viscosity @ 165°C	Pa.s		MB-18	Report ²

Notes:

1. The prescribed test method is based on not using stirrers although it has been reported that the use of stirrers has shown no difference in test results. For referencing purposes no stirrers should be used.
2. No limits are given and the values should be recorded for reporting purposes only as they may be used in future specifications.
3. No values given but the test can be used to rank various binders according to their low temperature cohesion properties

(b) Aggregates

Add the following paragraph to the introductory description:

“Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the Employer’s Agent and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. The use of run of crusher type materials shall not be permitted.”

(iv) Absorption

Add the following sentence

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"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0, 5%."

(viii) Grading

Delete the second paragraph commencing with "The target grading..." and add the following paragraphs
The grading limits for the combined aggregate grading for the asphalt surfacing shall be according to the TRH 8 table 3 coarse grade.

(a) Fillers

Add the following after the last paragraph:

"For tender purposes the active filler shall be hydrated lime"

(h) General

Add the following after the second paragraph:

"Sufficient aggregate for a minimum of 3 days production shall be separately stockpiled and tested for conformance and uniformity prior to use. The test results shall be presented to the Employer's Agent"

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after "or active filler content" add:

"or aggregate content"

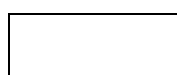
Replace the fifth paragraph with the following:

"The design of the asphalt mixes shall be in accordance with "Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa (June 2001)", and appropriate research results. The mix properties and requirements shall be as specified in the project specifications"

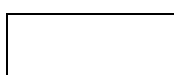
The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

TABLE B4203/2: ASPHALT MIX REQUIREMENTS: BASE AND SURFACING

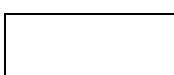
Property	Continuously graded surfacing mixes
Marshall Stability (kN)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25°C (kPa)	> 1000
Dynamic Creep Modules @ 40°C (MPa)	> 20
Modified Lottmann* (TSR)	> 0, 8
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5
Immersion index (%)	-



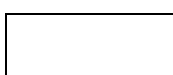
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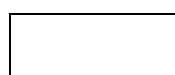
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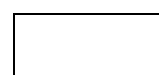
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Superpave Gyratory test % Voids 2 N Final Gyration (300) **	Min 2
Wheel tracking test using Model Mobile Load Simulator (MMLS)* (100,000 repetitions)	Max 2,5mm

* At 7% voids according to interim SA testing protocols

** Test to be done according to SHRP testing protocol and shall be done at 3 binder contents as for the wheel tracking test."

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STORAGE OF MIXED MATERIAL

(b) Moisture

Add the following at the end of the second last paragraph after "Employer's Agent"

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

(c) Surface Requirements

(iv) Tack Coat

Add the following paragraph:

"Hand spraying shall only be permitted on areas approved by the Employer's Agent. 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."

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

Mixing and storage temperatures of binder

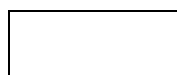
Add the following at the end of the paragraph:

"The Temperature-Time Limits for Hot Polymer Modified Binders as provided in Table 4203/1a are for tender purposes only. The selected supplier of the homogeneous modified binder shall provide information with respect the type of modifier used and storage and handling characteristics of the product, to the Contractor prior to commencement of the works. The selected supplier shall also advise on the applicability of Table B4203/1a to his product.

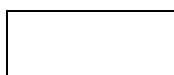
TABLE B4203/1a: TYPICAL TEMPERATURE / TIME LIMITS FOR HOT POLYMER MODIFIED BINDERS

Binder class	Short term handling		Storage		Spraying / Asphalt mixing		
	Max. Temp. (°C)	Max. Holding Time (h)	Max. Temp. (°C)	Max. Holding Time (h)	Max. Temp.(°C)	Min. Temp. (°C)	Max. Holding time (h)
A-E1, A-E 2, A-P1	180	24	140	240	170	160	36

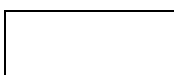
To prevent the development of any "hot spots" within the product, or possible separation, a circulation/stirring system shall be in place, even for periods of short-term storage. Many long chain polymers have low shear stability and can be degraded by the action of a high shear rate pump such as a close tolerance gear pump. Due to the cost of these premium products, storage tanks shall be fitted with slow stirrers or augers, which,



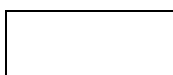
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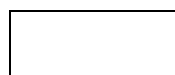
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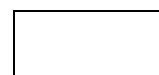
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while assisting in keeping modified blend homogeneous, also ensures no localized build-up of heat in the vicinity of the flue pipes.

The A-E2 binder shall be handled according to the TG1 guidelines and shall also include the following:

- Storage tanks on site must be able to maintain a constant temperature between 160 °C and 170 °C. A constant recording device must be installed to monitor the storage temperatures.
- The testing frequency on modified binders will be according to TG1 Guidelines Second Edition November 2007 Table 19 as published by the Asphalt Academy."

(b) Production of the mixture

(i) Using drum-type mixer plants

Add the following:

"Pre blending of aggregate fractions shall not be permitted and the contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler."

(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 10oC from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.

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 Employer's Agent with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the Employer's Agent with a weighbridge ticket before discharging into the paver hopper.

ANY truck that is overloaded 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 mixture

Before any asphalt is placed on the road, the Employer's Agent shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: "Instruction for the Completion of As-Built Materials Data Sheets" with all the necessary test results completed.

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.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the Employer's Agent to carry out check design testing as necessary. The above design and aggregate shall be submitted to the Employer's Agent at least six weeks before it is intended to commence with any asphalt production.

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. The Employer's Agent shall conduct the necessary testing

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Witness 2



on the plant mix. The plant mix shall not be placed on the road. During the production of the plant mix, the Employer's Agent shall be afforded the opportunity to inspect the asphalt plant. 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 Employer's Agent 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. Mass production of asphalt shall only commence after approval of the trial section, which should be given within a maximum of ten days.

The Employer's Agent 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."

B4207: SPREADING THE MIXTURE

Add the following after the first paragraph:

"The maximum paving thickness of the asphalt surfacing and inlays shall be 50 mm."

Delete the last sentence of the seventh paragraph and add the following:

"On all asphalt overlays and levelling courses, the Contractor must allow for the use of automatic sensing devices on both sides of the paver to match either the top edge of an adjacently paved width or to follow a levelling beam."

(e) Surfacing of bridge decks

Add the following at the end of this clause:

"Coring shall be done to determine the thickness of the asphalt layer to be milled and shall be paid for under pay item B42.08."

B4208 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25mm, 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."

B4209 PRECOATED CHIPPINGS FOR ASPHALT SURFACING

In the first sentence of the fifth paragraph, delete "6 to 8 kg/m² " and "7 to 9kg/m² " respectively and replace with: "3 to 4 kg/m² "and "5 to 6 kg/m²""

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In the last sentence of the fifth paragraph, delete "between 0, 6 and 1, 0 mm" and replace with:
"between 0,8 and 1,2 mm".
Add the following:

"Rolling must continue until all roller marks have been eliminated and the specified minimum density has been obtained. The Contractor shall ensure that there is no pick-up on any roller wheels.

Notwithstanding the requirements of the sixth paragraph, the density requirements shall be as per Table B4209/1:

TABLE B4209/1: DENSITY REQUIREMENTS

Mix Type	Density (Theoretical Maximum Density, RICE)	
	Minimum	Maximum
All Continuously graded mixes	93%	98%

Vehicular traffic shall not be allowed on the newly compacted surface before the mat has cooled to 40°C or lower.

At least 25 % of the cores drilled on the completed asphalt layers to determine the density, must be drilled at areas near the joints."

B4211: LAYING TRIAL SECTIONS

Add the following:

"The trial section shall be about 150 m long and 3 m wide and shall be laid in accordance with the results of the plant design mix. The binder content of the first 50 m section shall be 0,5 % less than the design binder content, the binder content of the next 50 m at the design binder content and for the last 50 m section the binder content shall be 0,5 % over the design binder content. Volumetric properties, indirect tensile strength on briquettes shall all be checked against the criteria set in Table B4203/1 for all three sections. Gyratory compaction tests should be carried out on the samples obtained from the trial sections at the different binder contents."

B4213 CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

(e) Voids

Add the following:

"The void content shall not deviate from the approved production mix void content by more than 1%."

B4214 QUALITY OF MATERIALS 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 20oC 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

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paving has been completed and supplied to the Employer's Agent. The test results of cores shall be submitted to the Employer's Agent 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."

Add the following sub-clause:

(d) Special tests

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the Employer's Agent 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:

Unit

B42.08 100mm cores in asphalt pavingnumber (No)

Amend the 1st sentence by adding the following after the word "drilled....":

"irrespective of depth of core."

Add the following payment items:

Item

Unit

B42.11 Asphalt constructed for rehabilitation purposes in accordance with the provisions of sub-sub clause B413(f)(ii)

- (i) Continuously graded (TRH 8 table 3 coarse grade as specified) ton (t)

Tenderer

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SECTION 5100: PITCHING STONework AND PROTECTION AGAINST EROSION

B5101 MATERIALS

- a) Stone

Add the following:

“This section shall include obtain freely available stones as well as stores obtained from commercial sources and that bought locally including from areas owned by authorities”.

B5104 CONCRETE PITCHING AND BLOCK PAVING

Add the following:

- d) Supply and install Segmented block paving, 80 mm thick interlocking, 25MPa, including sand bedding.

Installation of paving block shall be labour intensive.

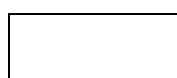
Add the following:

“This section shall include obtain freely available stones as well as stores obtained from commercial sources and that bought locally including from areas owned by authorities”.

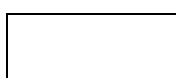
B5100 MEASUREMENT AND PAYMENT

“ITEM	UNIT
B51.01 L Stone Pitching	
a) Plain pitching:	
i) Method 1	m ²
ii) Method 2	m ²
b) Grouted pitching	m ²
c) Grouted stone pitching on a concrete bed	
i) 50mm thickness	m ²
ii) 100mm thickness	m ²
iii) 200mm thickness	m ²
d) Wired – and – grouted stone pitching	m ²
“ITEM	UNIT

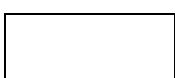
B51.04 L Concrete pitching and block paving



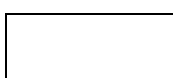
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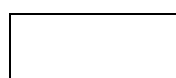
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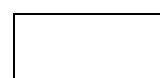
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Employer



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Witness 2



d) Segmented block paving:

1. Method 1

m²

B51.07 L Foundation trenches

m²

5600 : ROAD SIGNS

B5601 SCOPE

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the Employer's Agent."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

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

(a) (ii) Steel profile road signboards

Add the following:

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

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

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

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Employer

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Witness 2



B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

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

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

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

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

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs. Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

ITEM

UNIT

B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

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Witness 2

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“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

Add the following pay items:

“ITEM		UNIT
B56.10	Danger plates at culverts/structures	
	(a) Type A at stormwater culverts (size indicated)	number (No.)
	(b) Type B at bridges (size indicated)	number (No.)

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

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

“ITEM		UNIT
B56.11	Replace marker boards on existing kilometre posts	number (No)

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometre posts in accordance with the drawings.

The Tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified.”

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

5700: ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Employer’s Agent before the Contractor commences with the road marking.”

B5707 APPLYING THE PAINT

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

B5711 GENERAL

Tenderer

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Witness 2

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Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

“B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

B5714 MEASUREMENT AND PAYMENT

ITEM	UNIT
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the Tendered rate for setting out and pre-marking.”

ITEM	UNIT
B57.05	Roadstuds

Add the following after the first sentence of the second paragraph:

“No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period.”

5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the Employer’s Agent.

This requirement shall be deemed to be incorporated in the Tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The Employer’s Agent may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under day work items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

8101 SCOPE

During the progress of the work tests shall be conducted on materials and workmanship to ensure compliance with the requirements of the specifications.

8102 TESTING METHODS

All tests shall be conducted in accordance with the standard methods specified in the following, in order to precedence:

- (a) Standards methods for testing road construction materials (TMH 1 and TMH 6) and for calibration (TMH 2), compiled by the Committee of State Road Authorities (CSRA) and published by the department of transport as part of the series Technical Methods for Highways.
- (b) South African bureau of Standard Specifications, test methods, codes of practice and co-ordinating specifications.
- (c) British Standards Institute Specifications (BS)
- (d) The specifications of the American Society for Testing and Materials (ASTM)
- (e) The specifications of the American Association of State Highway and Transportation Officials (AASHTO).
- (f) The standard methods of testing of the South African Bitumen and Tar Association (SABITA)

CB 2.5 MANAGEMENT OF THE WORKS

CB 2.5.1 Planning and Programming

The program referred to in Clause 5.6 of the GCC shall be a network-based program in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the program of work shall be clearly indicated and the program monitored continually and updated monthly by the Contractor in accordance with his progress.

1. In compiling the program of work, the Contractor shall incorporate the following important specific requirements and constraints:
 - (a) The identification and marking of affected services prior to commencing construction works.
 - (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
 - (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
 - (d) The relocation of services.
 - (e) An allowance to accommodate "normal" rain days.

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- (f) The recorded water table in certain parts of the site and a requirement to make timeous arrangements in this regard to enable the permanent work to proceed in an orderly manner.
2. Particular attention shall be given to the concurrent construction activities of the Employer and/or his Contractors responsible for the mechanical, electrical and electronic works. In this regard, the Contractor shall ensure that access is provided timeously for the purpose of the erection, installation and commissioning of the plant, equipment and cabling at appropriate times during the contract period.
3. The sequence for completion of the Works required to acknowledge the constraints imposed by operating exciting facilities either uninterrupted until additional processing capacity is provided by the completion of portion of the new work included in this contract, or partially interrupted in consultation with the Employer.
4. The program submitted shall include at least the following details:
- (a) A work breakdown structure identifying the major activity groups.
 - (b) For each activity group further details shall be provided with regard to the start and end dates of the separate work sites as identified in the Schedules of Quantities and as shown on the drawings.
 - (c) The critical path shall be indicated and floats on non-critical activities shall be shown.
 - (d) The working hours per day, week and month allowed for in the program with details of resource allocations per activity.
 - (e) Production rates for key activities e.g. excavate and place, compaction, concrete, etc.
5. In addition the Contractor shall submit to the Employer's Agent at monthly intervals a progress report indicating the following details:
- (a) Work completed in previous month and total progress to date, per activity.
 - (b) Activities behind program, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
 - (c) A GANTT chart showing the original program, the latest approved version of the program, actual progress achieved and revised completion dates, if and when applicable. Failure to comply with all of the foregoing requirements shall entitle the Employer's Agent to use a program based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

CB 2.5.2 Quality Management

CB 2.5.2.1 General

The Contractor's Quality Management System shall include quality management objectives, policies, organization, procedures and work instruction that comply with the requirements of ISO 9001/2000.

CB 2.5.2.2 Project Quality Plan

The Contractor shall within 20 days from the commencement date submit a Project Quality Plan for the Contract. The Plan shall indicate how the Quality System shall apply to the specific requirements of the Contract to ensure compliance of the Works with the requirements of the Specifications. The Project Quality Plan shall be subject to the approval of the Employer's Agent.

CB 2.5.2.3 Quality Control Plans

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Quality Control Plans shall be prepared by the Contractor and/or his subcontractors for each group of activities. Where applicable, approved plant, equipment or services required to realize the specific component shall be included.

Quality Control Plans shall be submitted to the Employer's Agent for approval and for the inclusion of his construction monitoring activities before any construction of the permanent works may commence.

The following surveillance requirements shall be included for affirmation by the Employer's Agent or his representative.

Record (R) Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Employer's Agent.

Verification (V) The Employer's Agent or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained and copied to the Employer's Agent.

Witness (W) The Employer's Agent or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall be reviewed from time to time. Documentary evidence shall be retained and copied to the Employer's Agent.

Hold (H) The Contractor may not proceed to the following activity until the Employer's Agent or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Employer's Agent.

Random (R) Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Employer's Agent.

CB 2.5.2.4 Categorisation

The following categories shall apply in determining the requirement for a Quality Control Plan

Category	Clarification	Quality Control Plan
Critical	A component, group of components, structure, and the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions.	Required for all components.
Major	A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased, maintenance and/or impact negatively on the quality of the works.	As determined by the Contractor and to the approval of the Employer's Agent.
Minor	All items other than those categorized as Critical or Major and which are visible and capable of rectification during routine inspections.	As determined by the Contractor

CB 2.5.2.5 Quality Management Audit

Tenderer

Witness 1

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Employer

Witness 1

Witness 2



The Contractor shall carry out periodic assessments of the adherence to the Quality Plan and Quality Control Plans by senior qualified staff who are not normally employed on the Site. The Employer's Agent and/or his representative shall be invited to attend at the periodic assessments meeting and be afforded the opportunity to report on the implementation of the Quality System at the Site. The assessment reports shall be copied to the Employer's Agent.

CB 2.5.2.6 *Corrective Action*

Failure to confirm to the specified requirements will result in the move by the Employer's Agent of a Corrective Action Request. Failure to rectify the deficiencies covered by a Corrective Action Request within the period stated will result in the Employer's Agent invoking the provisions of GCC Clause 7.9 – Removal of Improper Work and Materials.

CB 2.5.3 *Environmental Management during Construction*

The contractual requirements for environmental management are comprehensively set out in Section C.3.4.7 Additional Specifications: PC Environmental Management during Construction.

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTEND PUBLIC WORKS PROGRAMME
- C3.4.3.5 HIV /AIDS REQUIREMENTS

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

- C3.4.3.1.1 INTRODUCTION
- C3.4.3.1.2 SCOPE
- C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS
- C3.4.3.1.4 OPERATIONAL CONTROL
- ANNEXURE 1: MEASURING INJURY EXPERIENCE
- ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT
- ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Nkangala District Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

Tenderer

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The Client's further duties are as in C3.5.1.3.1.1 below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Nkangala District Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Nkangala District Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Nkangala District Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

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(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Nkangala District Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)

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Witness 2



Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Nkangala District Municipality together with concise CV's of the appointees. All appointments must be officially approved by Nkangala District Municipality. Any changes in appointees or appointments must be communicated to Nkangala District Municipality forthwith.

The Principal Contractor must, furthermore, provide Nkangala District Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Nkangala District Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Nkangala District Municipality

In addition Nkangala District Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

Tenderer

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Witness 2

Employer

Witness 1

Witness 2



OH&S representatives must be included in accident/incident investigations
OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
 2. Present/Apologies/Absent
 3. Minutes of previous Meeting
 4. Matters Arising from the previous Minutes
 5. OH&S Reps Reports
 6. Incident Reports & Investigations
 7. Incident/Injury Statistics
 8. Other Matters
 9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
 10. Close/Next Meeting
- (d) Administrative Controls and the Occupational Health & Safety File
- (i) The OH&S File (Construction Regulation 5 (7))
- As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:
- * Notification of Construction Work (Construction Regulation 3.)
 - * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
 - * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
 - * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
 - * Copies of OH&S Committee and other relevant Minutes
 - * Designs/drawings (Construction Regulation 5 (8))
 - * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
 - * Appointment/Designation forms as per (a)(i) & (ii) above.
 - * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections

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- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Greater Giyani Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Nkangala District Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Nkangala District Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)

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- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Nkangala District Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Nkangala District Municipality OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by Nkangala District Municipality

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(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Nkangala District Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Nkangala District Municipality:

Nkangala District Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Nkangala District Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place

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- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to Nkangala District Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Nkangala District Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Nkangala District Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Nkangala District Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Nkangala District Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Nkangala District Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

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(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site

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- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances
- (g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1, 5 m in depth the Contractor will be required to submit a Method Statement to Nkangala District Municipality for approval before commencing with the excavation and Nkangala District Municipality will issue a permit to proceed once the Risk Assessment and Method Statement are approved.
- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where
 - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional Employer's Agent or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the Employer's Agent or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation

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- After substantial damage to any supports
- After rain
- The results of any inspections must be recorded in a register kept on site
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
- any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
- the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
- the safe atmosphere must be maintained or
- employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
- an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
- additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
- all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
- the employer must ensure that all employees have left the confined space after the completion of work
- where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.
- (h) Demolition Work (Construction Regulation 12.)
- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural Engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
- ☐ no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
- ☐ precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
- ☐ shoring or propping is applied where necessary
- ☐ No person must be required or allowed to work under unsupported overhanging material

THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded

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- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing
- During demolition work:
 - all asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
 - After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - ☐ Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - ☐ Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - ☐ Apply asbestos by spraying
- Lead related work must be conducted to the requirements of the Lead regulations promulgated under the

OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)

- No person shall enter a *tunnel that has a height dimension less than 800 mm

* Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

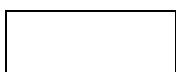
Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

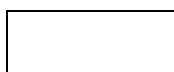
(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

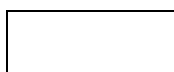
Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.



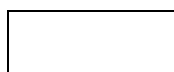
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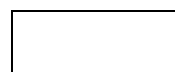
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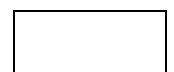
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(l) Batch Plants (Construction Regulation 18)

The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- ☐ to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- ☐ each winch on a lifting machine must al all time have, at least, three full turns of rope on the drum when the winc has been run to its lowest limit
- ☐ fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- ☐ fitted with a load limiting device that automatically arrest the lift when
- ☐ the load reaches its highest safe position or
- ☐ when the mass of the load is greater than the MML
- ☐ every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- ☐ every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- ☐ every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- ☐ in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety

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- ☐ devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- ☐ all maintenance, repairs, alterations and inspection results must be recorded in a log book
- ☐ and each lifting machine must have its own log book.
- ☐ no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour
- ☐ every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- ☐ with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:
 - Natural fibre ropes - 10(ten)
 - Man-made fibre ropes & woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)
 - Mild Steel chains - 05(five)
 - High tensile/alloy steel chains - 04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.
- Operator
- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
- account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
- clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely
- TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to Nkangala District Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by Nkangala District Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction

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- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to Nkangala District Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site

(q) Use & Storage of Flammables (Construction Regulation 23)

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The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"
 - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
 - Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day's quantity of Flammable is to be kept in the workplace
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static
 - Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders
- (r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place
- (s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons

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- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
 - An unimpeded work space is maintained for every employee
 - Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
 - As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
 - The walls and roof of every indoors workplace is sound and leak-free
 - Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences , boarded over or provided with protection to prevent persons from falling
- (t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
 - Adequate storage areas are provided and demarcated
 - The storage areas are kept neat and under control
 - The base of any stack is level and capable of sustaining the weight exerted on it by the stack
 - The items in the lower layers can support the weight exerted by the top layers.
 - Cartons and other containers that may become unstable due to wet conditions are kept dry
 - Pallets and containers are in good condition and no material is allowed to spill out
 - The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
 - the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
 - The articles that make up a single tier are consistently of the same size, shape and mass
 - Structures for supporting stacks are structurally sound and able to support the mass of the stack
 - No articles are removed from the bottom of the stack first but from the top tier first
 - Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
 - Stacks that are in danger of collapsing are broken down and restacked
 - Stability of stacks are not threatened by vehicles or other moving plant and machinery
 - Stacks are built in a header and stretcher fashion and that corners are securely bonded
 - Stepped back at least half the depth of a single container at least every fifth tier
 - Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations
- (u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)

See (u) above and (v) below.

Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
- notices prohibiting smoking is displayed and enforced
- welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
- only spark-free hand and power tools are used
- no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
- flameproof switches & fittings are to be used in the flammable atmosphere

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- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
 - All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
 - A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
 - Employees are informed re. emergency evacuation procedures and escape routes
 - Emergency escape routes are kept clear at all times
 - After evacuation assembly points are demarcated
 - Evacuation is practised to ensure that all is evacuated timeously
 - Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
 - A clearly audible to all persons on site siren or alarm is fitted
- w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) 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

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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 Nkangala District Municipality projects:

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

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
 - The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
 - All equipment must be fitted with a switch to allow for safe & easy starting and stopping
- Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

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Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times
All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(z) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
- the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
- suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
- an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(aa) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: Executive SHE Risk Management Report

Annexure 3: List of Risk Assessments

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

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Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR) FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Man-hours Worked

Include: * Hourly Paid Employees

* Sub-contractors (No. of Employees X *220 each)

* Staff (No. of Employees X *220 hours each)

220 man-hours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = $\frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Man-hours worked}}$

2.

2. Disabling Injury Incidence Rate (DIIR)

DIIR = $\frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$

2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.

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2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.

2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

3.1. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
- ensure that only healthy persons are employed
- prevent injuries and illness in the workplace
- enhance XYZ image

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1. Job 00432:	Gillooly's Mall	Compliance: 56 %(*)
Job 00786:	Cullinan Head Office	Compliance: 83 %****)
Job 00589:	Cleveland Station	Compliance: 76 %(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5, 5% of employees quarterly.

Month	No. of Employees Trained	Course Source
January	26	
15		
3		Induction
OH&S Reps		
Crane Drivers	Internal	
Consultant		
External		
February	23	
17		Induction
OH&S Reps	Internal	
Consultant		
March	43	
9		
3		
3		Induction
OH&S Reps		
Bomag Rollers		
First Aiders	Internal	
Consultant		
Supplier		
St. John's		

6. LEGAL ISSUES

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6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary
The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions

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Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Trenching
- Shoring
- Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
- Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

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C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

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C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employer's Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project.

In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

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For the purposes of implementing the conditions contained herein, the contractor shall submit to the Employer's Agent for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision. The Employer's Agent will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Employer's Agent will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Employer's Agent, but not less frequently than once a month.

The Employer's Agent shall have the authority to instruct the contractor to replace the DEO if, in the Employer's Agent's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required. There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the Employer's Agent a written statement setting out the following:

The type of construction activity. Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect. Methodology for impact containment for each activity or aspect. Emergency/disaster incident and reaction procedures. Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Employer's Agent whenever there is a change or variation to the original.

The Employer's Agent may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;

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- The potential consequences of departure from specified operating procedures;
 - The mitigation measures required to be implemented when carrying out their work activities.
- In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the Employer's Agent when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i. Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the Employer's Agent for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place. The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible.

Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Employer's Agent for consultation during rehabilitation of the site.

ii. Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Employer's Agent. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employer's Agent in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii. Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv. Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

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All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v. Heating and cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets.

Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Employer's Agent.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Employer's Agent.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper mann

i. Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

ii. Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites..

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iii. Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Employer's Agent.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Employer's Agent.

The contractor shall provide proof to the Employer's Agent that relevant authorisation to store such substances has been obtained from the relevant authority.

In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the Employer's Agent with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage.

The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

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All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Employer's Agent for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Employer's Agent for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site.

The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns.

The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Employer's Agent. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Employer's Agent, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

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The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and 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 or tar products.

The contractor shall submit to the Employer's Agent his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department.

It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification.

In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

ii) Excavation, hauling and placement

The contractor shall provide the Employer's Agent with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated.

Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered.

Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Employer's Agent for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Employer's Agent. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

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The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority.

The same shall apply for the disposal of solid waste generated from the various camp establishments. The Employer's Agent will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding.

The contractor may motivate to the Employer's Agent for other acceptable stabilising methods. The Employer's Agent may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an Employer's Agent's certificate certifying slope stability.

The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Employer's Agent for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the Employer's Agent and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Employer's Agent within the road reserve, shall be subject to the same condition as other stockpiled materials.

Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Employer's Agent

In all cases, the Employer's Agent shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Employer's Agent with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock.

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The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc.

The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Employer's Agent the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project.

In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Employer's Agent will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Employer's Agent for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

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 tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Employer's Agent.

The Designated Environmental Officer will assess the situation in consultation with the Employer's Agent and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the Employer's Agent. Areas cleared of hazardous waste shall be re-vegetated according to the Employer's Agent's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Employer's Agent.

The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

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Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the Employer's Agent in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employer's Agent informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction.

This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.9. RECORD KEEPING

The Employer's Agent and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the Employer's Agent shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Employer's Agent in the monthly report.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

THE FOLLOWING PENALTIES SHALL APPLY FOR ENVIRONMENTAL VIOLATIONS:

A) UNNECESSARY REMOVAL OR DAMAGE TO TREES

- **2600MM GIRTH OR LESS : R 5 000 PER TREE**
- **GREATER THAN 2600MM, BUT LESS THAN 6180MM GIRTH : R10 000 PER TREE**
- **GREATER THAN 6180MM GIRTH : R30 000 PER TREE**

B) SERIOUS VIOLATIONS:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

C) LESS SERIOUS VIOLATIONS:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site.: R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site.: R 500 per incident
- Any vehicles being driven in excess of designated speed limits.: R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.11. MEASUREMENT AND PAYMENT

"The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract."

Item	Unit
C100.01	Penalty for unnecessary removal or damage to trees for the following diameter sizes
(a)	2600mm girth or less number (No)
(b)	Greater than 2600mm, but less than 6180mm girth number (No)
(c)	Greater than 6180mm girth number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.02	Penalty for serious violations
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites number (No)
(b)	General damage to sensitive environments
(c)	Damage to cultural and historical sites number (No)
(d)	Pollution of water sources number (No)
(e)	Unauthorised blasting activities number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.03	Penalty for less serious violations
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

<div></div> <div>Tenderer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
---------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------



CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN	VEGETATION
	SENSITIVE AREAS				
(to be completed by compiler)					
Camp Establishment	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil	Preserve indigenous vegetation				
Preserve topsoil					
Management of weeds					
Housing, Offices and laboratories	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage					
Noise/lights	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Demarcate sensitive areas	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Preserve indigenous vegetation					
Preserve topsoil					
Management of weeds					
Accommodation of Traffic	Waste treatment				
Hazardous waste					
Water supply					
Spillage					
Storage					
Noise/lights					
Dust control	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Demarcate sensitive areas					
Maintenance of windrows	Selection of site				
Preserve indigenous vegetation					
Preserve topsoil					
Preserve indigenous vegetation					
Preserve topsoil					
Management of weeds					
Overhaul	Spillage				
Storage					
Noise/lights					
Dust control					
Exhaust fumes					
Washing waste					
Turning circles					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Parking areas Restrict access to sensitive areas Protection of indigenous vegetation
Preserve topsoil
Clearing and grubbing Waste treatment
Hazardous waste
Water supply
Noise /lights
Dust control Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Protection of indigenous vegetation
Preserve topsoil
Drainage Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Borrow pits Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Stockpiling Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Mass Earthworks Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Pavement layers Waste treatment
Hazardous waste
Water supply
Spillage
Storage
Noise / lights
Dust control Selection of site
Preserve indigenous vegetation
Preserve topsoil
Demarcate sensitive areas
Maintenance of windrows Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Asphalt works / sealing operations Waste treatment
Hazardous waste
Water supply
Spillage
Storage
Noise / lights
Dust control
Smoke control
Storage of materials Selection of site
Preserve indigenous vegetation
Preserve topsoil
Turning circles
Parking areas Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil

Ancillary roadworks Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Structures Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds
Concrete pavements etc Waste treatment
Hazardous waste
Water supply
Spillage
Storage Selection of site
Preserve indigenous vegetation
Preserve topsoil Selection of site
Preserve indigenous vegetation
Preserve topsoil Preserve indigenous vegetation
Preserve topsoil
Management of weeds

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

C3.4.3.3.1 SCOPE
C3.4.3.3.2 GENERIC TRAINING
C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
C3.4.3.3.4 MEASUREMENT AND PAYMENT

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 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	

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 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)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the Employer's Agent, and the contractor shall if so instructed by the Employer's Agent alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the Employer's Agent, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the Employer's Agent.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION
---------------------------	---------------------------

(DAYS)

- | | |
|------------------------------|------------------|
| 1. BASIC BUSINESS PRINCIPLES | To be determined |
| 2. BASIC SUPERVISION | To be determined |
| 3. RUNNING A BUSINESS | To be determined |
| 4. LEGAL PRINCIPLES | To be determined |
| 5. ACHIEVING STANDARDS | To be determined |

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.10 The contractor's training programme shall be subject to the approval of the Employer's Agent, and the contractor shall if so instructed by the Employer's Agent alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

ITEM

UNIT

Provision for accredited training

- | | |
|---|-----------------|
| (a) Generic skills | Provisional sum |
| (b) Entrepreneurial skills | Provisional sum |
| (c) Handling cost and profit in respect of sub-item (a) and (b) above | Percentage (%) |
| (d) Training venue (only if required) | lump sum |

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the Employer's Agent and shall be expended in accordance with the provisions of sub-clause 10.1.2 of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith. The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

C3.4.3.4 HIV/AIDS REQUIREMENTS

CONTENTS

- | | |
|--------------|--|
| SH 01 | SCOPE |
| SH 02 | DEFINITIONS AND ABBREVIATIONS |
| SH 03 | HIV/AIDS EDUCATION AND TRAINING |
| SH 04 | PROVIDING WORKERS WITH ACCESS TO CONDOMS |
| SH 05 | ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING |
| SH 06 | MONITORING |

C3.4.3.5 HIV/AIDS REQUIREMENTS

SH 01 SCOPE

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about **HIV/AIDS** through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with **HIV/AIDS**, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to **HIV/AIDS** in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

SH.02 DEFINITIONS AND ABBREVIATIONS

SH 02.01 DEFINITIONS

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

SH 02.02 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

SH 03 HIV/AIDS EDUCATION AND TRAINING

DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

SH 04 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract.

The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

SH 05 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

SH 06. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding **HIV/AIDS** awareness under this contract

The Contractor must report problems experienced in implementing the **HIV/AIDS** requirements to the Representative/Agent

The attached **SITE CHECKLIST (SCHEDULE A)** shall be completed and submitted at every construction progress inspection to the Representative/Agent

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527

CONSTRUCTION OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

C4 SITE INFORMATION

PART C4: SITE INFORMATION

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4: SITE INFORMATION

C4.1: LOCALITY PLAN

The project is located in Mhluzi within Steve Tshwete Local Municipality's area of jurisdiction in the Nkangala Region in Mpumalanga. The GPS coordinates of this village are as follows:

Table1: GPS coordinates for proposed project

Description	Longitude	Latitude
Start	29°24'7.33"E	25°45'54.05"S
End	29°23'57.12"E	25°45'49.59"S

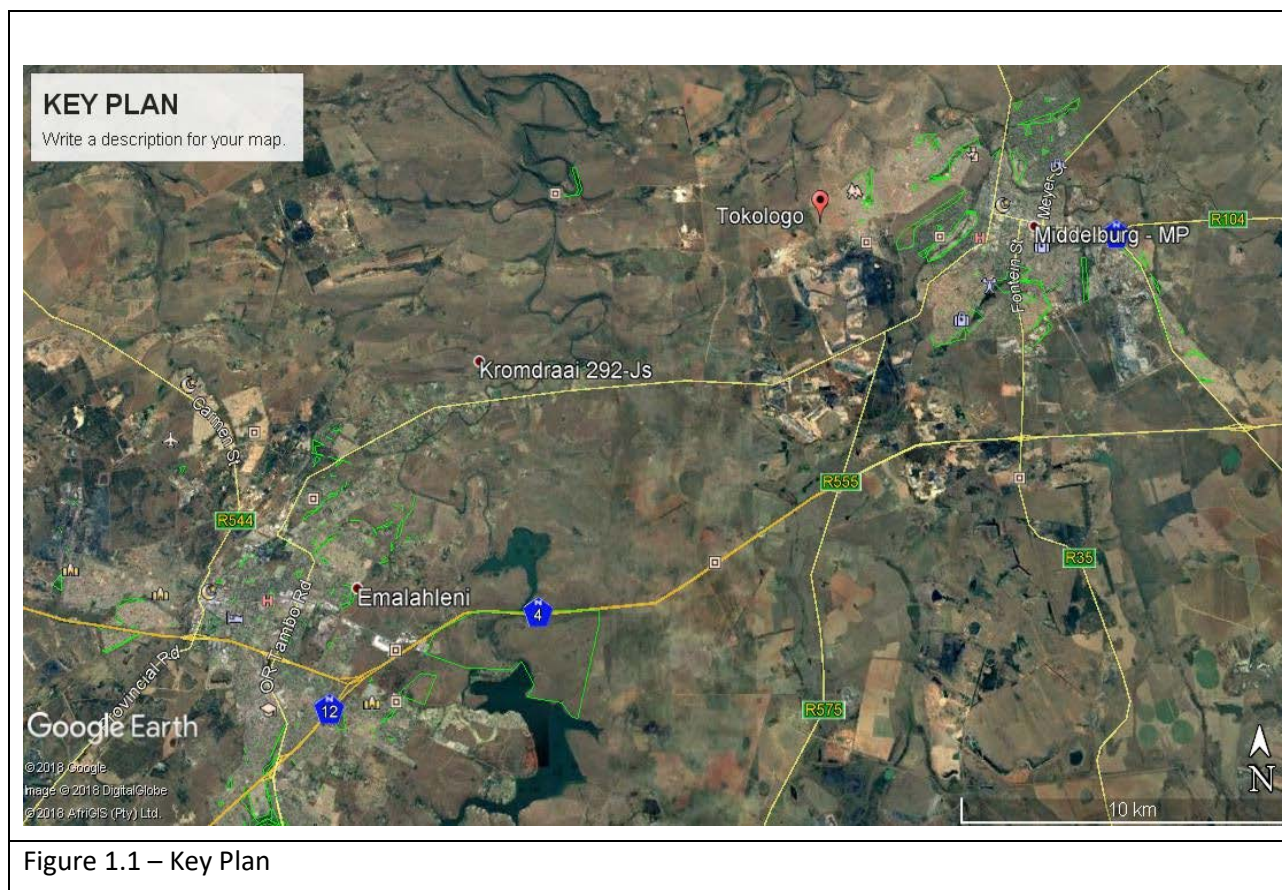


Figure 1.1 – Key Plan

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

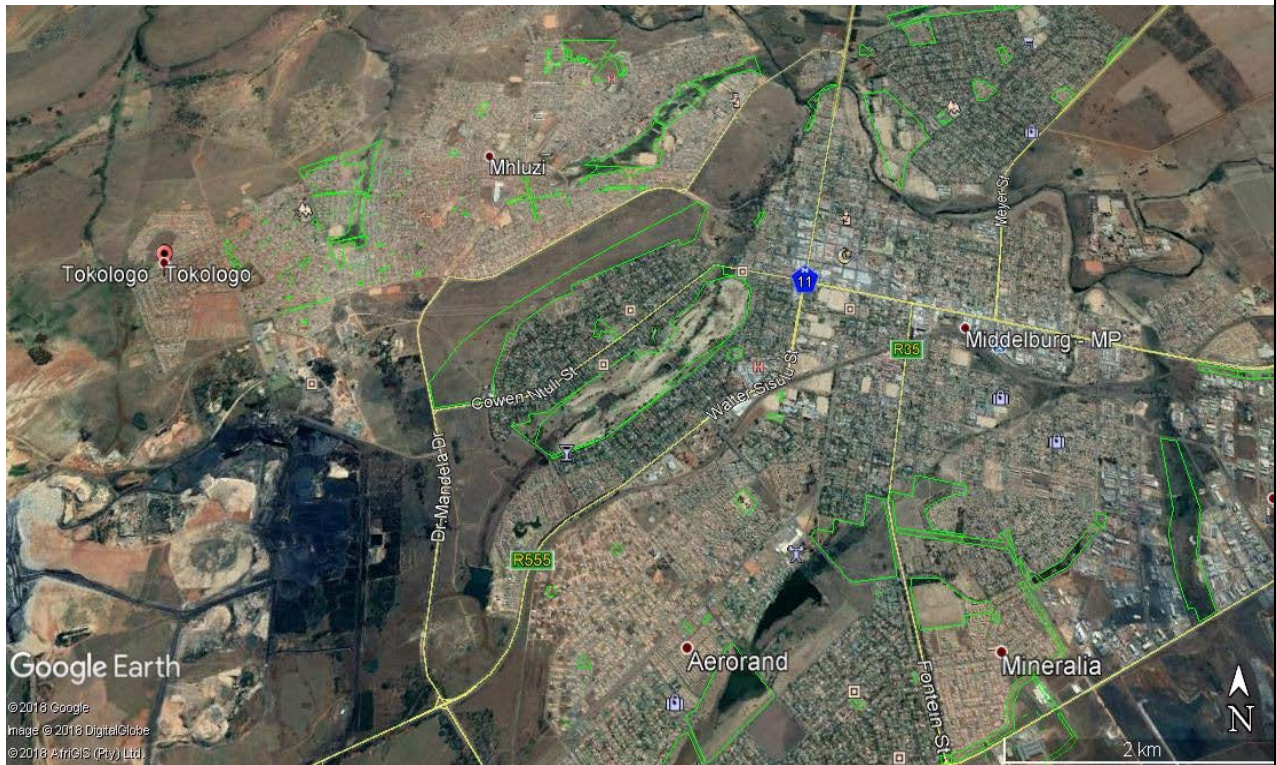


Figure 1.2 – Locality Plan

Tokoloko Township is located approximately 10km to the west of Middelburg Town centre and can be accessed through President Kruger Street which comes off Dr Mandela Drive.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Figure 1.3 –TOKOLOGO(EZINYOKENI) ROAD

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY

CONSTRUCTION OF TOKOLOGO (EZINYOKENI) ROAD IN STEVE TSHWETE LOCAL MUNICIPALITY

C5: ANNEXURES

C5.1 LIST OF BID DRAWINGS

The next list shows the bid drawings as bound into this volume as "Part C5.2: Bid Drawings."

DRAWING TITLE	DRAWING NO.
1. Road Composite 1	C/V-57486-001
2. Road Composite 2	C/V-57486-002
3. Storm Water Long section	C/V-57486-003
4. Passing Lane	C/V-57486-004
5. Plan Layout	C/V-57486-005
6. Storm Water plan Layout	C/V-57486-006

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY

CONSTRUCTION OF TOKOLOGO(EZINYOKENI)ROAD IN STEVE TSHWETE LOCAL MUNICIPALITY

C5.2 BID DRAWINGS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 57527

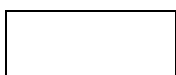
CONSTRUCTION OF TOKOLOGO (EZINYOKENI) ROAD PHASE 2 IN STEVE TSHWETE LOCAL MUNICIPALITY

ADDITIONAL RELEVANT DOCUMENTS

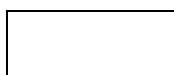
Part C4 : Additional Relevant Documents

The following documents are attached hereto and form part of the Contract:

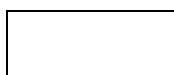
- (i) Nkangala District Municipality Supply Chain Management Policy;
- (ii) Nkangala District Municipality Health and Safety Specification.
- (iii) Guidelines for implementation of labour intensive infrastructure projects under the EPWP



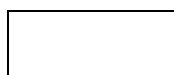
Tenderer



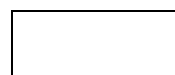
Witness 1



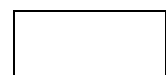
Witness 2



Employer



Witness 1



Witness 2

NKANGALA DISTRICT MUNICIPALITY



HEALTH AND SAFETY SPECIFICATION

**Municipal Manager
NKANGALA DISTRICT MUNICIPALITY
MIDDELBURG**

NKANGALA DISTRICT MUNICIPALITY HEALTH AND SAFETY SPECIFICATION

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SECTION I

HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2003

SECTION I**INDEX**

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NGANGALA DISTRICT MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2003

SECTION 1

1. INTRODUCTION

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**.

Definitions of words are those described in the Act and the Construction Regulations of 2003.

This document formulates the specification of the Nkangala District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Nkangala District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Nkangala District Municipality in writing.

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NGANGALA DISTRICT MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2003

SECTION 2 : DESIGNERS

1. All wording shall have the meaning as defined by the H&S Regulations 2003.
2. This specification is in terms of the H&S act 1993 and the regulations of 2003.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2003.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of
 - professional conduct
 - the H&S act in particular to indemnify the client against penalties imposed for acts or omissions.

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations.

The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.

9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

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NGANGALA DISTRICT MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2003

SECTION 3 : PRINCIPAL CONTRACTORS (P C)

1. The definitions of the regulations 2003 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for the particular task.

12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.

28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5° Celsius. Should the designer and the P C decide that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.

44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.

60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.

Position of services identified shall then be verified by opening by hand, not by machine.

Particular care shall be taken not to damage these services.

Electrical services are inherently dangerous and shall be opened by skilled people only.

These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
- Non smoking areas on site
 - Safety exits / Emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Fire fighting equipment
 - Workmen busy with equipment overhead
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed.
 - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.
- Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.

68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

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SECTION II

HEALTH & SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003

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NGANGALA DISTRICT MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 1 AND 2

1. PURPOSE OF THIS DOCUMENT

This document describes the procedures to be followed in the execution of Engineering Projects for Nkangala District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2003 of the Health and Safety Act 1993.

2. BACKGROUND

The Minister of Labour has on 18 July 2003 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

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NGANGALA DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 3

3. THE CLIENT

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

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| .1 To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties. | Clause 4(1)(a) |
| .2 To provide a risk assessment to the principal contractor. | Clause 4(1)(b) |
| .3 To appoint the principal contractor in writing. | Clause 4(1)(c) |
| .4 To ensure that the H&S plan is implemented. | Clause 4(1)(d) |
| .5 To stop any contractor executing work in an unsafe manner. | Clause 4(1)(e) |
| .6 To provide additional H&S information to the contractor should changes be made to the work. | Clause 4(1)(f) |
| .7 To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund. | Clause 4(1)(h) |
| .8 To make sure tenderers have made provision in their offers for H&S measures. | Clause 4(1)(h) |
| .9 To discuss and approve the H&S plan with the principal contractor. | Clause 4(2) |

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| .10 | To keep a copy of the H&S plan of the principal contractor. | Clause 4(3) |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely. | Clause 4(4) |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.

The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2). | Clause 4(5) |
| .13 | The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities. | Clause 4(6) |

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NGANGALA DISTRICT MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 4

4. THE DESIGNER

The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.

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| <p>4.1 The regulations has a comprehensive definition of the designer and this includes:</p> <ul style="list-style-type: none"> a) A person preparing a design. b) A person checking a design. c) A firm preparing a design. d) An architect or engineer contributing to or having responsibility for a design. e) A building services engineer designing details of fixed plant (scaffolding or cranes). f) A surveyor specifying articles or drawing up specification (Quantity Surveyor). g) A contractor in design & build contract. h) A contractor designing temporary work. i) A interior designer, shop fitter and landscape architect. <p>The regulation also talks of "an engineer designing a structure". "Structure" is a wide concept and is given in paragraph 3.2.5.1(a) underneath.</p> | <p>Definitions
"designer"</p>
<p>Definitions
"structure"</p> |
| <p>4.2 The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to that effect and he accepts such appointment in writing.</p> | <p>Clause 4(5)</p> |
| <p>4.3 The SAACE model agreement between the client and Engineer has a different meaning of the word "agent".</p> <p>According to the model agreement of SAACE the Engineer acts as the "agent" of the client in a conventional contractual context. "Agent" in terms of the Health & Safety regulations has a totally different meaning.</p> | |

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| 4.4 | It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5). | Clause 4(5) |
| 4.5 | The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf. | |
| 4.5.1 | "Structure" in terms of the regulations means: | Definitions |
| (a) | <ul style="list-style-type: none"> • any building • steel or reinforced concrete structure • railway line • railway siding • bridge • waterworks • reservoir • pipe or pipeline • cable • sewer • sewage works • fixed vessels • road • drainage works • earthworks • dam • wall • mast • tower • tower crane • batching plants • pylon • surface and underground tanks • earth retaining structure <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p> | |
| (b) | Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector). | |
| (c) | Fixed plant to prevent people from falling 2 meters or more. | |

4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
i)	A geo-technical report.	
ii)	The loading of the structure.	
iii)	The method and sequence of the construction process.	
iv)	He should exclude inherently dangerous methods of construction in his design.	
v)	The maintenance of the structure shall be through safe procedures.	
vi)	He should carry out inspections.	
vii)	And stop the contractor from executing work dangerously.	
viii)	A final inspection is necessary to ensure safety of the structure.	
ix)	Great emphasis should be given to the ergonomic design of the structure.	
x)	The engineer should also give input in the design of temporary work e.g. scaffolding.	Clause 10(c)

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NGANGALA DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003 HEALTH & SAFETY ACT 1993

SECTION 5

5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations.

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| 5.1 | In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC. | |
| 5.2 | The PC is responsible for the collecting of these contractors' safety plans and to hold them to it. | Clause 5(1) and 5(2) |
| i) | He should also stop his contractors should they work unsafely. | Clause 5(3)(d) |
| ii) | He should appoint safety officers should the size of the work warrant it. | Clause 6(6) |
| iii) | He should cause a risk assessment to be executed by a competent person. | Clause 7(1) |
| iv) | Visitors to his site should undergo induction pertaining to H&S issues. | Clause 7(8) |
| v) | He shall see to his employees induction and H&S training. | Clause 7(7) |
| vi) | The employees of the PC and his contractors shall wear visible proof of their induction training. | Clause 7(9)(a) |
| 5.3 | The regulations also covers the detail of: | |
| | • Fall protection | Clause 8 |
| | • Structures (under this heading the responsibilities of the designer of a structure is found) | Clause 9 |
| | • Formwork and support work | Clause 10 |
| | • Excavation work | Clause 11 |
| | • Demolition work | Clause 12 |
| | • Tunnelling | Clause 13 |
| | • Scaffolding | Clause 14 |
| | • Suspended platforms | Clause 15 |
| | • Boatswain's chairs | Clause 16 |
| | • Material hoists | Clause 17 |
| | • Batch plants | Clause 18 |
| | • Explosive powered tools | Clause 19 |
| | | Clause 20 |

• Cranes	Clause 21
• Construction vehicles and mobile plant	
• Electrical installation and machinery on construction sites	Clause 22
• Use and storage of flammable liquids on construction sites	Clause 23
• Water environment	Clause 24
• Housekeeping on construction sites	Clause 25
• Stacking and storage on construction sites	Clause 26
• Fire precautions on construction sites	Clause 27
• Construction welfare facilities	Clause 28

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NGANGALA DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 6

6. APPOINTMENT OF THE DESIGNER

Clause 4(5)

- 6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.
- 6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.
- 6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.
- 6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.
- 6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.

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| .1 To ensure the H&S plan of the PC is implemented on site. | Clause 4(1)(d) |
| .2 To ensure that changes to the design are also incorporated in the H&S plan. | Clause 4(1)(e) |
| .3 To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund. | Clause 4(1)(f) |
| .4 To see that the contractor registers the site as a construction site at the Department of Labour. | Clause 4(1)(g) |
| .5 To discuss with the contractor the H&S plan and then recommend to the client the approval thereof. | Clause 4(2) |
| .6 To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client. | Clause 4(4) |
| .7 Control the following on site: | |

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|---|-------------|
| a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract. | Clause 5(7) |
| b) To see that the principal contractor keeps a data base of all contractors involved with the project. | Clause 5(9) |
| c) To see that the principal contractor appoints one or more construction supervisors. | |
| d) To see that this person is dedicated to the particular project only. | Clause 6(4) |
| e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records. | Clause 7(1) |

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NGANGALA DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 7

7. THE ROLE OF THE CLIENT

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| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer. | Clause 4(2) |
| 7.3 | The client employs the Principal Contractor. | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent. | Clause 4(5) |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility. | Clause 4(6) |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner. | Clause 4(4) |

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NGANGALA DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003
HEALTH & SAFETY ACT 1993

SECTION 8

8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

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| .1 | Provide a health and safety plan. | 5(1) |
| .2 | See that his contractors comply with the regulations. | 5(2) |
| .3 | He should discuss the particular H&S plan. | 5(5) |
| .4 | He should have his H&S plan available. | 5(6) |
| .5 | He should have an H&S file available on site and hand it over to the client upon completion. | 5(7) |
| .6 | He should not employ contractors who are not capable. | 5(10) |
| .7 | He should have full time supervision on site. | 6(1) to 6(8) |
| .8 | He should produce a risk assessment of the work. | 7(1) |
| .9 | He should train his employees. | 7(4) |
| .10 | He should introduce induction training on site. | 7(7)/ 7(8) |
| .11 | All physical aspects of the regulations as in terms of the regulations. | |

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SECTION 9

9. THE PROCEDURE RECOMMENDED

- | | | |
|-----|---|---------------------|
| 9.1 | The Client decides to execute work and appoints a designer to administer the work. | |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing. | |
| | The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer. | |
| | The designer prepares a contract document and ensures that this document states clearly the following: | |
| .1 | A risk assessment of the project and the H&S specification of the client. | |
| .2 | All relevant information to enable the pricing of the contract. | 9(2)(a) |
| .3 | Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site. | 9(2)(b) |
| .4 | (i) Geotechnical information
(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.
(iii) The method and sequence of the process. This should identify the priorities of the client. | 9(2)(c)(i) to (iii) |
| .5 | Inherently dangerous procedures should be avoided in the design. | 9(2)(d) |

- .6 The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too. 9(2)(e)
- 9.3 The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.
- 9.4 The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.
- 9.5 The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.
- Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.
- He should open and then maintain his H&S file through the duration of the contract.
- He should then further adhere to the provisions of the H&S regulations.
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.
- 9.8 Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.

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SECTION 10

10. CONTRACT DOCUMENTATION

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2003.

A. In the Specification section

1. Health and Safety Specification

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

2. Risk Assessment

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

3. **Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2003.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. **The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

Compliance with the Regulations of the H&S Act 2003

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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SECTION 11

11. CONCLUSION

The Construction Regulations 2003 was long overdue in the South African Civil Engineering Construction Industry. Roleplayers will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect an contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to kerb the cost of the implementation process.

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NKANGALA DISTRICT MUNICIPALITY



SUPPLY CHAIN MANAGEMENT POLICY

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CHAPTER 1

1

Definitions

In this policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the MFMA has the same meaning as in the MFMA.

Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include companies, close corporations and firms, unless the context clearly indicates otherwise.

Unless otherwise indicated, all amounts/limits stated in this document shall be deemed to be inclusive of all applicable taxes.

- 1.1 **“Adjudication points”**: means the points for price and points for B-BBEE contribution referred to in the Preferential Procurement Regulations, 2011 and the Preferential Procurement section of this policy, also referred to as “evaluation points”.
- 1.2 **“All applicable taxes”**: includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.3 **“Asset”**: means a tangible or intangible resource capable of ownership.
- 1.4 **“B-BBEE”**: means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **“B-BBEE Status Level of Contributor”**: means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.6 **“Bid”**: means a written offer in a prescribed or stipulated form in response to an invitation by the municipality for the provision of goods, services or construction works through price quotations, advertised competitive bidding processes or proposals.
- 1.7 **“Bidder”**: means any person submitting a competitive bid or a quotation.
- 1.8 **“Broad-Based Black Economic Empowerment Act”**: means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and Codes of Good Practice pertaining thereto.
- 1.9 **“Capital Asset”**: means:
 - 1.9.1 any immovable asset such as land, property or buildings; or
 - 1.9.2 any movable asset that can be used continuously or repeatedly for more than one year in the production or supply of goods or services, for rental to others or for administrative purposes, and from which future benefit can be derived, such as plant, machinery and equipment.

- 1.10 **“Closing Time”**: means the time and day specified in the bid documents for the receipt of bids.
- 1.11 **“Comparative Price”**: means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 1.12 **“Competitive Bidding Process”**: means a competitive bidding process referred to in Regulation 12 (1) (d) of the Supply Chain Management Regulations.
- 1.13 **“Competitive Bid”**: means a bid in terms of a competitive bidding process.
- 1.14 **“Community Based Vendor”**: means a supplier of goods, services and/or construction works who resides in a target area or community, who meets the criteria for community based vendors as determined by the Director: Supply Chain Management from time to time, and who is registered as such on the municipality’s Supplier database.
- 1.15 **“Consortium”**: an association or grouping of institutions, business or financial organization, usually set up for a common purpose that would be beyond the capabilities of a single member of the group.
- 1.16 **“Construction Industry Development Board (CIDB) Act”**: means the Construction Industry Development Board Act, 38 of 2000 and includes the regulations pertaining thereto.
- 1.17 **“Construction Works”**: means any work in connection with:
- 1.17.1 the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - 1.17.2 the installation, erection, dismantling or maintenance of a fixed plant;
 - 1.17.3 the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, sewer or water reticulation system or any similar civil engineering structure; or
 - 1.17.4 the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
- 1.18 **“Consultant”**: means a person or entity providing services requiring knowledge based expertise, and includes professional service providers.
- 1.19 **“Contract”**: means the agreement which is concluded when the municipality accepts, in writing, a competitive bid or quotation submitted by a supplier.
- 1.20 **“Contractor”**: means any person or entity whose competitive bid or quotation has been accepted by the municipality.

1.21 **“Contract participation goal”**: the value of the participation of a specific target group that a contractor must achieve in the performance of a contract, expressed as a percentage of the bid sum less provisional sums, contingencies and VAT.

1.22 **“Day(s)”**: means calendar days unless the context indicates otherwise.

1.23 **“Delegated Authority”**: means any person or committee delegated with authority by the municipality in terms of the provisions of the Municipal Finance Management Act.

1.24 **“Designated sector”**: means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.

1.25 **“Evaluation of Bids”**: in respect of bids that exceed R200 000, shall be deemed to take place when the Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee.

1.26 **“Evaluation Points”**: also referred to as “Adjudication Points” (see clause 1.1 above).

1.27 **“Exempted Capital Asset”**: means a municipal capital asset which is exempted by section 14(6) or 90(6) of the MFMA from the other provisions of that section.

1.28 **“Exempted Micro Enterprise”**: means a bidder with an annual total revenue of R5 million or less (in terms of the Broad-Based Black Economic Empowerment Act).

1.29 **“EPWP”** means an Expanded Public Works Programme

1.30 **“Final Award”**: in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept.

1.31 **“Firm Price”**: means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

1.32 **“Formal Written Price Quotation”**, “Written Price Quotation”, “Quotation” or “Quote”: means a written or electronic offer to the municipality in response to an invitation to submit a quotation. Also referred to as “Bids”.

1.33 **“Functionality”**: means the measurement according to predetermined norms, as set out in the bid or quotation documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder. “Functionality” is also referred to as “Quality”.

1.34 **“Granting of Rights”**: means the granting by the municipality of the right to use, control or manage capital assets in circumstances where sections 14 and 90 of the MFMA and Chapters 2 and 3 of the Municipal Asset Transfer Regulations do not apply. In other words, where the granting of such rights does not amount to “transfer” or “disposal” of the asset and which includes leasing, letting, hiring out, etc, of the capital asset.

1.35 **“Green Procurement”**: is defined as taking into account environmental criteria for goods and services to be purchased in order to ensure that the related environmental impact is minimised.

1.36 **“Imported Content”**: means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port or entry.

1.37 **“In the service of the state”**: means:

1.37.1 a member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces;

1.37.2 an official of any municipality or municipal entity;

1.37.3 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, 1 of 1999;

1.37.4 a member of the board of directors of any municipal entity;

1.37.5 a member of the accounting authority of any national or provincial public entity; or

1.37.6 an employee of Parliament or a provincial legislature.

1.38 **“Joint Venture or Consortium”**: means an association of persons formed for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract or contracts. The Joint Venture must be formalised by agreement between the parties.

1.39 **“Local Content”**: means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place.

1.40 **“Leaner Contractor”**: an entity established by the NDM and enrolled within its Expanded Public Works Programme (EPWP)

1.41 **“Long term Contract”**: means a contract with a duration period exceeding one year.

1.42 **“Municipality”**: means the municipality of the Nkangala District or any person(s) or committee delegated with the authority to act on its behalf.

1.43 **“Municipal Manager”**: means the Accounting Officer as defined in the Municipal Finance Management Act.

- 1.44 **“Municipal Asset Transfer Regulations”**: means the Municipal Asset Transfer Regulations published in Government Gazette 31346 of 22 August 2008.
- 1.45 **“Municipal Entity”**: means an entity as defined in the Systems Act.
- 1.46 **“Municipal Finance Management Act” (MFMA)**: means the Local Government: Municipal Finance Management Act, 56 of 2003.
- 1.47 **“Non-compliant Contributor”**: means a person who does not meet the minimum score to qualify as a status level 8 B-BBEE Contributor, or a person who is not verified in terms of the required Sector Charter.
- 1.48 **“Non-exempted Capital Asset”**: means a municipal capital asset which is not exempted by section 14(6) or 90(6) of the MFMA, from the other provisions of that section.
- 1.49 **“Non-firm Prices”**: means all prices other than “firm” prices.
- 1.50 **“Person”**: includes a natural or legal entity.
- 1.51 **“Policy”**: means this Supply Chain Management Policy as amended from time to time.
- 1.52 **“Preference points”**: mean the points for preference referred to in this Policy.
- 1.53 **“Preferential Procurement Policy Framework Act” (PPPFA)**: means the Preferential Procurement Policy Framework Act, 5 of 2000.
- 1.54 **“Preferential Procurement Regulations”**: means the regulations pertaining to the PPPFA.
- 1.55 **“Prime Contractor”**: shall have the same meaning as “Contractor”.
- 1.56 **“Promotion of Administrative Justice Act”**: means the Promotion of Administrative Justice Act, 3 of 2000.
- 1.57 **“Quality”**: also referred to as **“Functionality”** (see clause 1.34 above).
- 1.58 **“Rand Value”**: means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- 1.59 **“Republic”**: means the Republic of South Africa.
- 1.60 **“Responsible Agent”**: means either an internal project manager (being an employee of the municipality) or an external consultant (appointed by the municipality), as the case may be, who is responsible for the implementation of a project or part thereof.
- 1.61 **“SARS”**: means the South African Revenue Services.
- 1.62 **“SITA”**: means the State Information Technology Agency.
- 1.63 **“Stipulated Minimum Threshold”**: means that portion of local production and content as determined by the Department of Trade and Industry.

- 1.64 **“Sub-contract”**: means the prime contractor’s assigning, leasing, making out work to, or employing, another person to support such prime contractor in the execution of part of a project in terms of the contract.
- 1.65 **“Sub-contractor”**: means any person that is assigned, leased, employed or contracted by the prime contractor to carry out work in support of the prime contractor in the execution of a contract.
- 1.66 **“Supplier/Vendor”**: are generic terms which may include suppliers of goods and services, contractors and/or consultants.
- 1.67 **“Supplier Database”**: means the list of accredited prospective providers which a municipality or municipal entity must keep in terms of Regulation 14 of the Supply Chain Management Regulations.
- 1.68 **“Supply Chain Management (SCM) Regulations”**: means the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act.
- 1.69 **“Systems Act”**: means the Local Government: Municipal Systems Act, 32 of 2000.
- 1.70 **“Targeted Labour”**: means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.
- 1.71 **“Targeted Enterprises”**: means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 1.72 **“Tender/Tenderer”**: means “bid/bidder”.
- 1.73 **“Term Bid”**: means a rates based bid for the supply of goods, services or construction works, which are of an ad-hoc or repetitive nature where the individual rates are approved for use over a predetermined period of time.
- 1.74 **“Total Revenue”**: bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 1.75 **“Transaction Value”**: means the actual contract value (the bid sum or price) in South African currency, inclusive of all applicable taxes in respect of the goods, services or construction works that are contracted for.
- 1.76 **“Treasury Guidelines”**: means any guidelines on supply chain management issued by the Minister in terms of section 168 of the MFMA;
- 1.77 **“Trust”**: means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.78 “**Trustee**”: means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

1.79 “**Unsolicited Bid**”: means an offer submitted by any person at its own initiative without having been invited by the municipality to do so.

CHAPTER 2

ESTABLISHMENT AND IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

2 Supply chain management policy

2.1 The principles of the supply chain management policy are that it –

2.1.1 gives effect to –

- section 217 of the Constitution; and
- Part 1 of Chapter 11 and other applicable provisions of the MFMA;

2.1.2 is fair, equitable, transparent, competitive and cost effective;

2.1.3 complies with –

- the regulatory framework prescribed in Chapter 2 of the Regulations; and
- any minimum norms and standards that may be prescribed in terms of section 168 of the MFMA;

2.1.4 is consistent with other applicable legislation including;

- the Preferential Procurement Policy Framework Act;
- the Broad-Based Black Economic Empowerment Act;
- the Construction Industry Development Board Act;
- the Local Government: Municipal Systems Act; and
- the Promotion of Administrative Justice Act

2.1.5 does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and

2.1.6 is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

2.2 The provisions of the supply chain management policy must be followed when –

2.2.1 procuring goods or services and construction works and consultant services ;

2.2.2 disposing of goods no longer needed;

2.2.3 selecting contractors to provide assistance in the provision of municipal services, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or

- 2.2.4 selecting external mechanisms referred to in section 80(1)(b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.
- 2.3 Unless specifically stated otherwise this Policy does not apply if the Municipality contracts with another organ of state for:
- 2.3.1 - the provision of goods or services to the Municipality;
- 2.3.2 - the provision of a municipal service; or
- 2.3.3 - the procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement. A report shall nevertheless be submitted to the Bid Adjudication Committee seeking authority to contract with another organ of state.

3 Amendment of the supply chain management policy

- 3.1 The accounting officer must –
- at least annually review the implementation of this policy; and
 - when the accounting officer considers it necessary, submit proposals for the amendment of this policy to the council.
- 3.2 If the accounting officer submits a draft policy to the council that differs from the model policy, the accounting officer must ensure that such draft policy complies with the Regulations. The accounting officer must report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- 3.3 When amending this supply chain management policy the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses, must be taken into account.
- 3.4 The accounting officer of the municipality must take all reasonable steps to ensure that this supply chain management policy is implemented.

4 Delegation of supply chain management powers and duties

- 4.1 The powers and duties to be performed in respect of the implementation of supply chain management are delegated to the accounting officer –
- 4.1.1 to discharge the supply chain management responsibilities conferred on accounting officers in terms of
- Chapter 8 or 10 of the MFMA; and
 - The supply chain management policy;
- 4.1.2 to maximise administrative and operational efficiency in the implementation of the supply chain management policy;

- 4.1.3 to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of the supply chain management policy; and
- 4.1.4 to comply with the accounting officer's responsibilities in terms of section 115 and other applicable provisions of the MFMA.
- 4.2 The accounting officer may not delegate or sub-delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality;
- 4.3 The Accounting Officer shall ensure that all persons involved in the implementation of this Policy meet the prescribed competency levels, and where necessary, shall provide relevant training.

5 Sub-delegations

- 5.1 The accounting officer may, in terms of section 79 of the MFMA, sub-delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this policy, but any such sub-delegation must be consistent with paragraph 4 and sub-paragraph 5.2 of this policy.
- 5.2 The power to make a final award –
- 5.2.1 above R10 million (VAT included) may not be sub-delegated by the accounting officer;
- 5.2.2 above R2 million (VAT included), but not exceeding R10 million (VAT included), may be sub-delegated but only to –
- the chief financial officer;
 - a senior manager; or
 - a bid adjudication committee of which the chief financial officer or a senior manager is a member;
- 5.2.3 not exceeding R2 million (VAT included) may be sub-delegated but only to –
- the chief financial officer;
 - a senior manager;
 - a manager directly accountable to the chief financial officer or a senior manager; or
 - a bid adjudication committee.
- 5.3 An official or bid adjudication committee to which the power to make final awards has been sub-delegated, must within 10 working days of the end of each month submit to the accounting officer a written report containing particulars of each final award made by such official or committee during that month, including –
- the amount of the award;
 - the name of the person to whom the award was made; and
 - the reason why the award was made to that person.

- 5.4 This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph **32** of this policy.
- 5.5 No supply chain management decision-making powers may be delegated to an advisor or consultant.
- 5.6 The accounting officer may not delegate or sub-delegate the authority to enter into negotiations in terms of paragraph **40** of this policy.

6 Oversight role of council

- 6.1 The council retains the right to oversee the implementation of this supply chain management policy.
- 6.1.1 Section 117 of the Municipal Finance Management Act prohibits a Municipality Councilor from being a member of a bid committee or any other committee evaluating or approving quotations or bids nor may a Municipality Councilor attend any such meeting as an observer.
- 6.1.2 The Executive Mayor must provide general political guidance over the fiscal and financial affairs of the Municipality and must monitor and oversee the exercise of responsibilities assigned to the Municipality Manager and chief financial officer in terms of the Municipal Finance Management Act.
- 6.2 For the purposes of such oversight the accounting officer must –
- within 30 days of the end of each financial year, submit a report on the implementation of the supply chain management policy of the municipality to the council of the municipality; or
 - whenever there are serious and material problems in the implementation of the supply chain management policy, immediately submit a report to the council.
- 6.3 The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the executive mayor.
- 6.4 The reports must be made public in accordance with section 21A of the Municipal Systems Act.

7 Supply chain management unit

- 7.1 A supply chain management unit was established to implement this supply chain management policy.
- 7.2 The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the MFMA.

CHAPTER 3

FRAMEWORK FOR SUPPLY CHAIN MANAGEMENT

8 Format of supply chain management

This supply chain management policy provides systems for –

- 8.1 demand management;
- 8.2 acquisition management;
- 8.3 logistics management;
- 8.4 disposal management; and
- 8.5 performance management.

Part 1: Demand management

9 System of demand management

- 9.1 To ensure that the resources required to support the strategic and operational commitments are delivered at the correct time, at the right price and at the right location and that the quantity and quality satisfy needs, the system of demand management includes the following:
- 9.2 Acquisition and disposal of all goods required to meet the strategic goals outlined in the Integrated Development Plan must be quantified, budgeted and planned to ensure timely and effective delivery, appropriate quality at a fair cost to meet the needs of the municipality and community.
 - 9.2.1 The Municipality's Integrated Development Plan (IDP) is a comprehensive strategy document setting out how the Municipality intends to tackle its development challenges in a financial year. It is on the basis of the IDP that the resources of the municipality will be allocated and on which the budget is based.
 - 9.2.2 Critical delivery dates must be determined and adhered to as set out in the service delivery and budget implementation plan contemplated in section 69(3)(a) of the MFMA.
- 9.3 If the requirement is of a repetitive nature and there are benefits of economies of scale, a contract for a specific commodity should be arranged.
- 9.4 In order to compile the correct specifications an industry analysis / research must be regularly undertaken to ensure future needs and technology benefits are maximised
- 9.5 In order to achieve effective demand management, the Assistant Manager: Supply Chain Management shall continuously ensure:
 - 9.5.1 That efficient and effective provisioning and procurement systems and practices are implemented to enable the Municipality to deliver the required quantity and quality of services to the communities.

- 9.5.2 The establishment of uniformity in policies, procedures, documents and contract options and the implementation of sound systems of control and accountability.
- 9.5.3 The development of a world-class professional supply chain management system which results in continuing improvement in affordability and value for money, based on total cost of ownership and quality of procurement as competition amongst suppliers is enhanced.
- 9.5.4 In dealing with suppliers and potential suppliers, that the Municipality shall respond promptly, courteously and efficiently to enquiries, suggestions and complaints.

9.6 **Major Activities**

- 9.6.1 Demand management lies at the beginning of the supply chain and the major activities associated with identifying demand are:
 - 9.6.1.1 establishing requirements;
 - 9.6.1.2 determining needs; and
 - 9.6.1.3 deciding on appropriate procurement strategies.
- 9.6.2 Demand management accordingly shall involve the following activities:
 - 9.6.2.1 understanding the future needs;
 - 9.6.2.2 identifying critical delivery dates;
 - 9.6.2.3 identifying the frequency of the need;
 - 9.6.2.4 linking the requirements to the budget;
 - 9.6.2.5 conducting expenditure analyses based on past expenditure;
 - 9.6.2.6 determining requirements,
 - 9.6.2.7 conducting commodity analyses in order to check for alternatives; and
 - 9.6.2.8 conducting industry analyses.

Part 2: Acquisition management

10 System of acquisition management

- 10.1 Through operational procedures, an effective system of acquisition management is to be established to ensure:-
- 10.1.1 that goods and services are procured in accordance with authorised processes only;
- 10.1.2 that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the MFMA;
- 10.1.3 that the threshold values for the different procurement processes are complied with;
- 10.1.4 that bid documentation, evaluation and adjudication criteria as well as general conditions of contract, are in accordance with any applicable legislation;

10.2 Application

- 10.2.1 This acquisition management system contains the general conditions and procedures which are applicable, as amended from time to time, to all procurement, contracts, and orders for the Municipality.

10.3 Supplier Database

- 10.3.1 The Accounting Officer shall ensure that the Municipality's supplier database is updated at least quarterly and at least once per year shall, through newspapers commonly circulating locally, the website of the Municipality, and any other appropriate ways, invite prospective suppliers of goods and services, and any new commodities or types of services, construction works and consultant services to apply for listing as an accredited prospective supplier.
- 10.3.2 Prospective suppliers shall, however, be allowed to submit applications and amendments for listing on the database at any time.
- 10.3.4 The listing criteria for accredited prospective suppliers should be listed which include:
- Name of supplier / service provider;
 - Street address;
 - Postal address;
 - Contact person in Sales Department;
 - Sales Department's telephone number;
 - Sales Department's fax number;
 - Sales Department's cell number;
 - Sales Department's email address;
 - Contact person in Accounts Department;
 - Accounts Department's telephone number;
 - Accounts Department's fax number;

- Accounts Department's email address;
- Vat registration yes/no;
- Vat registration number;
- Bank details;
- Type of industry;
- Valid certification for specialised services;
- Valid tax clearance certificate;
- CIDB and **CRS number** registration if applicable;
- Valid certification in respect of Exempted Micro Enterprises or B-BBEE Status Level of Contributor.

- 10.4 The Accounting Officer shall disallow the listing of any prospective supplier on the Municipality's supplier database who does not comply with the accreditation requirements based on standards, set by any relevant control bodies that govern or regulate the category of service or industry.
- 10.5 The Accounting Officer shall disallow the listing of any prospective supplier whose name appears on the National Treasury's List of Restricted Suppliers and/or Register for Tender Defaulters and who is therefore prohibited from doing business with the public sector.
- 10.6 For quotations (up to and including R200 000) bidders are required to be registered on the Municipality's supplier database prior to the acceptance of their quotation (the issue of an official order) in respect of the goods or services required. Procurements above R200 000 go through a competitive bidding process.
- 10.7 Where bids exceed R200 000, bidders who are not registered on the Municipality's Supplier Database are not precluded from submitting bids, but must however be registered prior to the awarding of the tender.
- 10.8 All parties to a Joint Venture or Consortium must individually comply with the requirements of clauses 10.4 and 10.5 above.
- 10.9 The provisions of clause 63.1.8 will also apply to individual joint venture or consortium members

11 Range of procurement processes

- 11.1 The procurement of goods and services through this policy is executed by way of –
- 11.1.1 petty cash purchases, up to a transaction value of R2 000 (VAT included);
- 11.1.2 written quotations by the proposed supplier for procurement of a transaction value over R2 000 but less than R30 000 (VAT included);
- 11.1.3 formal written price quotations for procurement of a transaction value over R30 001 (VAT included) but less than R200 000 (VAT included); and
- 11.1.4 a competitive bidding process for–
- procurement above a transaction value of R200 000 (VAT included); and
 - the procurement of long term contracts.
 - allocation of projects to leaner contractors on the EPWP programme
 - allocation of projects through the cooperatives policy

- 11.2 The accounting officer may, in writing:-
- 11.2.1 lower, but not increase, the different threshold values specified in sub-paragraph 11.1; or
- 11.2.2 direct that –
- written or formal written price quotations be obtained for any specific procurement of a transaction value lower than R2 000 (VAT included);
 - formal written price quotations be obtained for any specific procurement of a transaction value lower than R30 000 (VAT included); or
 - a competitive bidding process be followed for any specific procurement of a transaction value lower than R200 000 (VAT included).
- 11.3 Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.
- 12 General preconditions for consideration of written quotations, formal written price quotations or bids**
- 12.1 A written quotation, formal written price quotation or bid may not be considered unless the provider who submitted the quotation or bid –
- 12.1.1 has furnished that provider's –
- full name;
 - identification number or company or other registration number;
 - tax reference number and VAT registration number, if any; and
 - tax clearance from the South African Revenue Services that the provider's tax matters are in order; and
- 12.2.1 has indicated –
- whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - if the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, life partner, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to is in the service of the state, or has been in the service of the state in the previous twelve months.

13 Preferential procurement

13.1 Aim

The aim of this section of the Municipality's Supply Chain Management Policy is to give effect to, and to ensure compliance with, all applicable legislation and national directives in respect of preferential procurement and broad-based black economic empowerment.

13.1.1 The following procurement strategies are addressed in this section:

- 13.1.1.1 the application of a preference point system for Exempted Micro Enterprises and B-BBEE Contributors in terms of the Preferential Procurement Regulations, 2011.
- 13.1.1.2 the stipulation, in bid documentation, of minimum thresholds for local production and content in accordance with directives issued by the National Treasury and Department of Trade and Industry.
- 13.1.1.3 the unbundling of large projects, where appropriate, into smaller contracts to ensure that a spread of opportunities are made available to suppliers, service providers and construction contractors of various sizes.
- 13.1.1.4 the use of functionality/quality, where appropriate, in procurement processes in order to ensure that goods supplied are fit for purpose, or that a minimum level of experience and competence in respect of service providers or construction contractors is attained.
- 13.1.1.5 the increase of employment opportunities by ensuring the use of labour intensive technologies.
- 13.1.1.6 the targeting of labour and/or enterprises from specific areas within the boundaries of the Nkangala Municipal area.
- 13.1.1.7 Preferential procurement is further enhanced by provisions aimed at improved access to information, simplification of documentation; deduct performance from payment invoices, reduced payment cycles and good governance.
- 13.1.1.8 The level of B-BBEE contribution achieved by the Municipality through the application of this policy will be monitored in terms of the Supply Chain Management performance management system.

13.2 Key Principles of the Preferential Procurement System

- 13.2.1 The key principles of this system are:
 - 13.2.1.1 the application of an 80/20 preference point system for procurement (competitive bids or quotations) with a Rand value of greater than R30 000 but less than or equal to R1 000 000;
 - 13.2.1.2 the application of a 90/10 preference point system for procurement (competitive bids) with a Rand value greater than R1 000 000;
 - 13.2.1.3 that bids may be declared non-responsive if they fail to achieve a minimum score for functionality (quality), if indicated in the bid documents.

- 13.2.1.4 The preference point system shall be used in the evaluation of responsive bids for the purposes of determining preferred/recommended bidders, and for the adjudication thereof.
- 13.2.1.5 The preference point system is not applicable to petty cash purchases.

13.3 Planning and Stipulation of Preference Point System

- 13.3.1 Prior to embarking on any procurement process, the Responsible Department must properly plan for, and, as far as possible, accurately estimate the cost of the goods, services or construction works for which bids are to be invited.
- 13.3.2 The Bid Specifications Committee shall determine the appropriate preference point system to be used in the evaluation and adjudication of bids, and shall ensure that such is clearly stipulated in the bid documentation.
- 13.3.3 The Bid Specification Committee shall determine whether the goods, services or construction works which are to be procured, have been designated for local production and content by the National Treasury or Department of Trade and Industry, in which case the requirements as above shall be followed.

13.4 Evaluation of Bids on Functionality (Quality)

- 13.4.1 Functionality (otherwise known as quality) may be included in the bid evaluation process as a qualifying (eligibility) criterion.
- 13.4.2 If a bid is to be evaluated on functionality, this must be clearly stated in the invitation to submit a bid, and in the bid documentation.
- 13.4.3 The evaluation criteria for measuring functionality must be objective.
- 13.4.4 When evaluating bids on functionality the:
- evaluation criteria for measuring functionality;
 - weight of each criterion;
 - applicable values; and
 - minimum qualifying score for functionality, must be clearly stipulated in the bid document.
- 13.4.5 Closed bidding may be considered for contract management for specialised projects
- 13.4.6 If a bid fails to achieve the minimum qualifying score for functionality as indicated in the bid document, it must be regarded as non-responsive, and be rejected (not considered any further in the evaluation process).
- 13.4.7 Bids that have achieved the minimum score for functionality, and passed any other responsiveness tests, must be evaluated further in terms of the preference point system prescribed below.

13.5 Evaluation and Adjudication of Bids

- 13.5.1 An 80/20 preference point system is stipulated for bids with a Rand value of greater than R30 000, but less than or equal to R1 000 000, and a 90/10 preference point system of procurement with a Rand value of greater than R1 000 000.
- 13.5.2 This means that either 80 or 90 points, depending on the Rand value of the bid, will be awarded to the person who offers the lowest acceptable price, and proportionately fewer points are awarded to those with higher prices calculated as per clause . Either 20 or 10 points are then available as preference points for Exempted Micro Enterprises

13.6 Enterprises or B-BBEE contributors, as applicable

Cancellation and Re-invitation of Bids

- 13.6.1 In the event that, in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed a value of R1 000 000, the bids must be cancelled.
- 13.6.2 If one or more of the acceptable bids received are within the prescribed threshold of R1 000 000, all bids received must be evaluated on the 80/20 preference point system.
- 13.6.3 In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to, or below R1 000 000, the bids must be cancelled.
- 13.6.4 If one or more of the acceptable bids received are above the prescribed threshold of R1 000 000, all bids received must be evaluated on the 90/10 preference point system.
- 13.6.5 Bids cancelled in terms of clauses 13.6.1 and 13.6.3 above must be re-invited, with the correct preference point system clearly stipulated in the bid documents. The 80/20 Preference Point System for the Procurement (Acquisition) of Goods, Services or Construction Works up to a Rand Value of R1 000 000
- 13.6.6 The following formula must be used to calculate the points for price in respect of bids (including price quotations) with a Rand value of greater than R30 000 and up to a Rand value of R1 000 000 (all applicable taxes included):
- $$P_s = 80 [1 - (P_t - P_{min})]$$
- Where :
- P_s = Points scored for comparative price of the bid under consideration;
- P_t = Comparative price (corrected, if applicable, exclusive of VAT) of the bid under consideration; and
- P_{min} = Comparative price (corrected, if applicable, exclusive of VAT) of lowest responsive bid.
- 13.6.7 The classification used in the formula above may be varied to comply with prescribed standard bid documentation, provided the formula itself is not varied.

- 13.6.8 Points for preference must be awarded to Exempted Micro Enterprises or to bidders having attained a B-BBEE status level of contributor in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor 0 or, in respect of Exempted Micro Enterprises (EMEs)

Black Ownership of EME	Deemed B-BBEE Status Contributor	Number of Points for Level of Preference
50%	3	16
50%	4	12

- 13.6.9 The points for preference scored by a bidder in terms of clause 13.6.8 above, must then be added to the points for price scored in terms of clause 13.6.6, in order to obtain the total number of adjudication points scored for each responsive bid.

- 13.6.10 Subject to paragraph 41, the contract must be awarded to (and/or order placed with) the bidder that scores the highest total number of adjudication points. The 90/10 Preference Point System for the Procurement (Acquisition) of Goods, Services or Construction Works with a Rand Value above R1 000 000

- 13.6.11 The following formula must be used to calculate the points for price in respect of bids with a Rand value above R1 000 000 (all applicable taxes included):

$$P_s = 90 [1 - (P_t - P_{min})]$$

P_{min}

Where :

P_s = Points scored for comparative price of the bid under consideration;

P_t = Comparative price (corrected, if applicable, exclusive of VAT) of the bid under consideration; and

P_{min} = Comparative price (corrected, if applicable, exclusive of VAT) of lowest responsive bid.

- 13.6.12 The terminology used in the formula above may be varied to comply with prescribed standard bid documentation, provided the formula itself is not varied.

- 13.6.13 Points for preference must be awarded to Exempted Micro Enterprises or to bidders having attained a B-BBEE status level of contributor in accordance with the tables below.

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

Non-compliant contributor 0 or, in respect of Exempted Micro Enterprises (EMEs)

Black Ownership of EME	Deemed B-BBEE Status Contributor	Number of Points for Level of Preference
50%	3	8
50%	4	5

- 13.6.14 The points for preference scored by a bidder in terms of clause 13.6.13 above, must then be added to the points for price scored in terms of clause 13.6.10, in order to obtain the total number of adjudication points scored for each responsive bid.
- 13.6.15 Subject to paragraph 41, the contract must be awarded to (and/or order placed with) the bidder that scores the highest total number of adjudication points.

13.7 B-BBEE Status Level Certificates

- 13.7.1 In order to qualify for preference points in terms of clauses 13.6.8 to 13.6.13 above, Exempted Micro Enterprises must have submitted, to the Municipality, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984) or an accredited verification agency, confirming their status as such.
- 13.7.2 Bidders other than Exempted Micro Enterprises must submit, to the Municipality, their original and valid B-BBEE status levels verification certificate, or a certified copy thereof, substantiating their B-BBEE status level of contributor.
- 13.7.3 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 13.7.4 Bidders who fail to submit the required certificates, or certified copies thereof, will be deemed to be non-compliant contributors.

- 13.7.5 Where specific sector charters have been gazetted in terms of the B-BBEE Act, bid documentation for procurement from within such sectors, must specify that only persons verified in terms of the particular sector charter (or Code of Good Practice), or Exempted Micro Enterprises, will qualify for a preference. A status level of contributor in respect of generic Codes of Good Practice will not, in such circumstances, qualify for any preference.
- 13.7.6 Where no specific sector charter has been gazetted, persons other than Exempted Micro Enterprises must be verified in terms of the gazetted generic
- 13.8 Codes of Good Practice in order to qualify for a preference.**
- 13.8.1 For the purposes of transparency, bidders shall, in respect of all competitive bids (over R200 000), be required to claim, in their bid submission, a preference in accordance with their B-BBEE status.
- 13.8.2 Notwithstanding what is contained in the bid submission, preference points will be allocated during the bid evaluation process in accordance with the verified B-BBEE status level (or deemed status level) of contributor.
- 13.9 Conditions Relating to the Granting of Preferences**
- 13.9.1 Bidders must, in the manner stipulated in the bid documentation, declare that:
- the information provided is true and correct;
 - the signatory to the bid document is duly authorised; and
 - documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Municipality.
- 13.9.2 Only bidders who have completed and signed the necessary declarations may be considered.
- 13.9.3 The Bid Evaluation Committee must, when calculating comparative prices, take into account any discounts which have been offered unconditionally.
- 13.9.4 A discount which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.
- 13.9.5 A trust or joint venture will qualify for preference points for their B-BBEE status level as a legal entity, provided that the entity has submitted its verified B-BBEE status level certificate (or certified copy thereof) to the Municipality.
- 13.9.6 A trust or joint venture will qualify for preference points for their B-BBEE status level as an unincorporated entity, provided that the entity has submitted its consolidated B-BBEE scorecard as if it is a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 13.9.7 The consolidated B-BBEE scorecard must be submitted in the form of a certificate issued by an accredited verification agency (or a certified copy thereof).

- 13.9.8 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that the bidder qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.
- 13.9.10 A bidder that has been awarded a contract may not sub-contract more than 25% of the value of the contract to enterprises that do not have an equal or higher B-BBEE status level than the bidder concerned, unless the sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract. Compliance with this particular requirement must be monitored by the Responsible Agent during the execution of the contract.
- 13.9.11 If a service is required that can only be provided by tertiary institutions, such services must be procured through a bidding process from the identified tertiary institutions.
- 13.9.12 The tertiary institutions referred to in paragraph 13.9.11 above, must submit their B-BBEE status in terms of the specialized scorecard contained in the B-BBEE

13.10 Codes of Good Practice

- 13.10.1 If a service is required that can be provided by one or more tertiary institutions or public entities and enterprises from the private sector, the appointment of a service provider/contractor must be done by means of a competitive bidding process.
- 13.10.2 Public entities must submit their B-BBEE status in terms of the specialized scorecard contained in the gazetted B-BBEE Codes of Good Practice.

13.11 Local Production and Content

- 13.11.1 The National Department of Trade and Industry is empowered to designate industry sectors, in line with national development and industrial policies for local production, where only locally produced goods, services or construction works, or locally manufactured goods that meet a stipulated minimum threshold for local production and content, may be used.
- 13.11.2 In the case of designated sectors, where in the award of bids, local production and content is of critical importance, such bids must be advertised with a specific condition of bidding, that only locally produced goods, services or construction works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 13.11.3 Any instructions, circulars and guidelines issued by National Treasury in the above regard must be complied with.
- 13.11.4 Where there is no designated sector, bids may include, as a specific condition of bidding, that only locally produced goods, services or construction works, or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific directives issued for this purpose by the National Treasury in consultation with the Department of Trade and Industry.

- 13.11.5 Where necessary, for bids referred to in clauses 13.11.2 to 13.11.4, a two-stage bidding process may be followed, where the first stage involves functionality and minimum threshold for local production and content, and the second stage price and B-BBEE level of contribution, with the possibility of price negotiations only with the short listed bidder/s.
- 13.11.6 A person awarded a contract in relation to a designated sector, may not sub- contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 13.12 **Other Specific Goals**
- 13.12.1 **Unbundling Strategies**
- 13.12.1.1 In order to encourage increased participation and the sustainable growth of the small business sector, the unbundling of larger projects into smaller, more manageable, contracts is encouraged.
- 13.12.1.2 Unbundling must however be considered in the context of:
- economies of scale being lost;
 - abortive work becoming necessary;
 - additional demands (not only financial) being placed on the Municipality's resources; and
 - the risk of later phases not being completed as a result of budget cuts becoming necessary in the future.
- 13.12.1.3 Unbundling, and all of its associated implications, must therefore be carefully considered at the planning stage of any project and the budgets for, and design thereof, should be structured accordingly.
- 13.12.1.4 It is important to note that while it is the Municipality's policy to procure goods, services or construction works in the smallest practicable quantities, the practice of parceling such procurement in order to avoid complying with the requirements of the different range of procurement processes described in this policy is not permitted.
- 13.13 **Increasing Employment Opportunities**
- 13.13.1 One of the Municipality's key socio-economic objectives is to facilitate the creation of employment for the people of Nkangala District.
- 13.13.2 Increasing employment opportunities through procurement may be achieved by specifying labour intensive technologies and/or methods of construction in the bid documents.
- 13.13.3 It is up to Responsible Department to thoroughly investigate the options available in the above regard, to evaluate the positive versus negative impact of any proposals, and to specify labour intensive technologies and/or methods where appropriate.
- 13.13.4 All labour earning less than a threshold wage, determined in accordance with department of labour ministerial determination, that is employed for the provision of services or construction works for the Municipality, shall be reported in the prescribed format, on a monthly basis, to the Corporate EPWP Unit.

13.14 Targeted Labour and/or Targeted Enterprises

- 13.14.1 The targeting of labour and/or enterprises from specific areas within the boundaries of the Nkangala District Municipal area may be achieved, where appropriate, by specifying in the bid documents, a minimum level of participation (a contract participation goal) that must be achieved in respect of targeted labour and/or targeted enterprises in the performance of the contract.
- 13.14.2 Specified contract participation goals must be measurable and achievable, and the performance in respect of which must be monitored by the Responsible Agents during the execution of the contract.
- 13.14.3 Where a minimum contract participation goal has been specified in respect of targeted labour and/or enterprises, the contractor is obliged to meet that goal, and must be penalised if he or she does not.
- 13.14.4 Contract participation goals in respect of targeted labour and/or enterprises may not be introduced into the preference point system used for the evaluation of bids.

13.15 Remedies

13.15.1 Action in Respect of Fraud or Non-performance

- 13.15.1.1 The Accounting Officer must, upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or that any of the conditions of the contract have not been fulfilled, act against the bidder or person awarded the contract.
- 13.15.1.2 The Accounting Officer may, in addition to any other remedy that he may have against the bidder or person awarded the contract:
- cancel the contract and claim any damages which the Municipality has
 - disqualify the person from the bidding process;
 - recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; suffered as a result of having to make less favourable arrangements due to such cancellation; Expanded Public Works Programme
 - restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis and or non performance, from obtaining business from the Municipality for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - forward the matter for criminal prosecution.

13.16 Calculation of Penalties

- 13.16.1 Penalties for failure to comply with specific terms and conditions of the contract must be clearly stipulated in the bid/contract document and must be applied should the terms or conditions not be met.
- 13.16.2 The penalty to be applied for sub-contracting more than 25% of the value of a contract to enterprises that do not qualify for at least the preference points that the prime contractor qualified for (unless the sub-contractors are Exempted Micro Enterprises) shall be as provided for in any prescribed standard contract documentation, failing which the following formula shall be stipulated:

$$\text{Penalty} = 0.5 \times E (\%) \times P^*$$

Where:

E = The value of work (excluding VAT), executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P*, less 25%

P* = Accepted bid sum less provisional sums, contingencies and VAT.

- 13.16.3 The penalty to be applied for non-compliance with a specified contract participation goal, is as follows:

$$\text{Penalty} = (\text{CPG} - \text{CPG}^a) \times P^* \times a$$

Where:

CPG = The minimum Contract Participation Goals specified (expressed as a percentage).

CPG^a = The Contract Participation Goal achieved (expressed as a percentage).

P* = Accepted bid sum less provisional sums, contingencies and VAT.

Documentation

- 13.16.4 Within the context of preferential procurement, one of the strategies to encourage and assist entry into Local Government procurement by emerging businesses is to simplify and/or standardise bid/contract documentation wherever possible.

- 13.16.5 To this end, the Municipality will prepare a suite of standard documentation and, where appropriate, simplified bid/contract documents for use in the Municipality's procurement process as and where applicable.

- 13.16.6 Where standard bid/contract documentation is prescribed in terms of legislation (the CIDB Standard for Uniformity, for example) such standard documentation must be used for the procurement of goods, services and/or construction works, as applicable.

13.17 Guarantees for Due Performance

- 13.17.1 Performance guarantees for the procurement of goods and services (including consultant services) will not generally be called for, but in exceptional circumstances, where required, will be in accordance with the limits set for construction works below.

- 13.17.2 The performance guarantees required for construction works are as follows:

- 13.17.2.1 In respect of a Rand value less than or equal to R 500 000: 2, 5% may be waived in respect of PE / EME (that is, no performance guarantee is required);

- 13.17.2.2 In respect of a Rand value exceeding R 500 000, but less than or equal to R1 000 000 : 5% of the bid sum;

- 13.17.2.3 In respect of a Rand value exceeding R1 000 000, but less than or equal to R 10 000 000 : 10% of the bid sum; unless otherwise provided for in the standard conditions of contract prescribed.

- 13.17.4 In respect of Goods/ Services and professional services exceeding the R10 000 000, a 12% professional indemnity will be required

- 13.17.5 The value of the performance guarantee for projects above R 10 000 000 may be increased with approval of the Accounting Officer.

13.18 Retention

- 13.18.1 Retention for procurement of goods and services (including consultant services) will not generally be called for, but where required, will be in accordance with the limits set for construction works below:
- 13.18.2 The value of retention to be deducted in respect of construction works contracts shall be as follows:
- In respect of a Rand value less than or equal to R0 - R500 000 : No retention is called for;
 - In respect of a Rand value exceeding R500 000, but less than or equal to R1 000 000 : 5% of the value of work carried out with no limit, reducing by half for the duration of the defects liability period;
 - In respect of a Rand value exceeding R1 000 000 : 10% of the value of work carried out with no limit, reducing by half for the duration of the defects liability period; unless otherwise provided for in the standard conditions of contract prescribed.
- 13.18.3 Where consultant services are to be completed at the end of the defects liability period in respect of a goods/and or services rendered, the value of this work (typically 5%) may be invoiced at the end of the project period, but shall be held as retention until the completion of the service (typically, an end of defects liability period inspection and the preparation of the final account). Alternatively, the value of this work must be budgeted for in the following financial year.
- 13.18.4 The above retention limits may be increased with the approval of the Accounting Officer.
- 13.18.5 Financial guarantees in lieu of retention are, in general, not acceptable and an Insurance of works shall be provided for all works carried out or services rendered.

13.19 Payment Terms

- 13.19.1 Payments for works undertaken or Goods and services rendered be paid upon receipt of correct payment Certificate in terms of the Cash and Investment Policy of Council.

14 Petty cash purchases

- 14.1 Petty cash purchases means that minor items up to R2 000,00 (VAT included) may be purchased where it is impractical, impossible or not cost-effective to follow the official procurement process.
- 14.2 Cash advances may only be granted for petty cash expenses for delegated representatives of the municipality or upon a written quotation but in all instances a petty cash voucher should be approved by the relevant departmental head.
- 14.3 Officially delegated persons must agree to the deduction from his/her next remuneration any cash advances of which no proof of expenditure is presented on return from the attended event.
- 14.4 No road toll fees or entertainment expenses may be paid from petty cash.
- 14.5 A monthly reconciliation report must be provided to the chief financial officer by the official responsible for petty cash, including –
- the total amount of petty cash purchases for that month; and
 - receipts and appropriate documents for each purchase.
- 14.6 On an ad-hoc basis, the chief financial officer shall perform reconciliations with the personnel responsible for petty cash

15 Written quotations

- 15.1 The conditions for the procurement of goods or services from R2 001 to R30 000, through written quotations, are as follows –
- 15.1.1 quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria in this supply chain management policy;
- 15.1.2 providers must be requested to either submit or confirm such quotations in writing;
- 15.1.3 if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the accounting officer:
- 15.1.4 the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices.

16 Formal written price quotations

- 16.1 The conditions for the procurement of goods or services through formal written price quotations valued from R30 001 to R200 000, are as follows-
 - 16.1.1 There must be an advertisement for at least seven (7) days on the website and notice board of the Municipality
 - 16.1.2 Evaluation must then be done based on the 80/20 principle in paragraph 12 of this policy
- 16.2 when using the list of accredited prospective providers the accounting officer must promote ongoing competition amongst providers, including by inviting providers to submit quotations on a rotation basis;
- 16.3 the accounting officer must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused;
- 16.4 the accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub-delegation, and;
- 16.5 the chief financial officer must set requirements for proper record-keeping of written quotations and final written price quotations.

17 Competitive bids

- 17.1 Goods or services above a transaction value of R200 000 (VAT included) and long-term contracts may only be procured through a competitive bidding process, with reference to paragraphs 13 of this policy on Preferential Procurement; and
- 17.2 No requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

18 Process for competitive bidding

- The procedures for a competitive bidding process are as follows:
 - 18.1 the compilation of bidding documentation;
 - 18.2 the public invitation of bids;
 - 18.3 site meetings or briefing sessions, if applicable;
 - 18.4 the handling of bids submitted in response to public invitation;
 - 18.5 the evaluation of bids;
 - 18.6 the award of contracts;

- 18.7 the administration of contracts; and
- 18.8 proper record-keeping.

19 Bid documentation for competitive bids

- 19.1 The criteria to which bid documentation for a competitive bidding process must comply, must –
- 19.1.1 take into account –
- the general conditions of contract;
 - any Treasury guidelines on bid documentation; and
 - the requirements of the Construction Industry Development Board (CIDB), in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
 - that the offer must be within range
- 19.1.2 include evaluation and adjudication criteria, including any criteria required by other applicable legislation;
- 19.1.3 compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
- 19.1.4 if the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
- 19.1.4.1 • if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years or since their establishment if established during the past three years;
 - 19.1.4.2 • a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - 19.1.4.3 • particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - 19.1.4.4 • a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- 19.1.5 stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- 19.2 A non-refundable charge as determined by the accounting officer shall be raised for bid forms, plans, specifications, samples and any other bid documentation, depending on the nature, magnitude and value of technical information or samples provided by the municipality.
- 19.3 Auditing of bidding processes for bids in excess of R 10 million (all applicable taxes included)
- 19.3.1 The competitive bidding process for all bids in excess of R10 million must be audited to ensure its compliance with the prescribed norms and standards.

- 19.3.2 The auditing process may be performed by the internal or external auditors and the audit is aimed at minimizing the risk of possible fraud, corruption and/or litigation.
- 19.3.3 A certificate must be issued by the auditors to the effect that all prescribed requirements have been adhered to before the contract is awarded.

20 Public invitation for competitive bids

- 20.1 The procedure for the invitation of competitive bids, are as follows:
- 20.1.1 Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate way (which may include an advertisement in the Government Tender Bulletin); and
- 20.1.2 the information contained in a public advertisement, must include –
- the closing date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper
 - a statement that bids may only be submitted on the bid documentation provided by the municipality; and
 - the date, time and venue of any proposed site meetings or briefing sessions.
- 20.2 The accounting officer may determine a closing date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 20.3 The closing date may be extended if requested by a minimum of 50% of the bidders on approval by the Municipal Manager.
- 20.4 Bids submitted must be sealed.
- 20.5 Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.

21 Procedure for handling, opening and recording of bids

The procedures for the handling, opening and recording of bids, are as follows:

- 21.1 All bids –
- must be opened only in public; and
 - must be opened at the same time and as soon as possible after the period for the submission of bids has expired;
- 21.2 the bid/proposal shall be stamped with the official stamps, and endorsed with the opening official's signature;
- 21.2 the name of the bidder, and where possible, the bid sum shall be recorded in a bid opening record kept for that purpose; and

- 21.3 the responsible official who opened the bid shall forthwith place his/her signature on the bid opening record.
- 21.4 Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price (except where two-envelope is involved); and
- 21.5 The accounting officer must –
- record in a register all bids received in time;
 - make the register available for public inspection; and
 - publish the entries in the register and the bid results on the website.

22 Two-stage bidding process

- 22.1 A two-stage bidding process is allowed for –
- 22.1.1 large complex projects;
- 22.1.2 projects where it may be undesirable to prepare complete detailed technical specifications; or
- 22.1.3 long term projects with a duration period exceeding three years.
- 22.2 In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- 22.3 In the second stage final technical proposals and priced bids should be invited.

23 Two Envelope System

- 23.1 A two envelope system differs from a two-stage (prequalification) bidding process in that a technical proposal and the financial offer are submitted in separate envelopes at the same place and time. The financial offers will only be opened once the technical proposals have been evaluated.

23.2 Validity Periods

- 23.2.1 The period for which bids are to remain valid and binding must be indicated in the bid documents.
- 23.2.2 The validity period is calculated from the bid closure date and bids shall remain in force and binding until the end of the final day of that period.
- 23.2.3 This period of validity may be extended by the Accounting Officer, provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 23.2.4 Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the bid evaluation process.

- 23.2.5 The Accounting Officer must ensure that all bidders are requested to extend the validity period of their bids where necessary in order to ensure that the bids remain valid throughout the 21 day appeal period
- 23.2.5 In the event that an appeal is received, the validity period is deemed to be extended until finalisation of the appeal.

24 Contract Price Adjustment

- 24.1 Contract price adjustment shall only be applicable if specified in the contract and only for long term contract and must be specified in the bid documents.
- 24.2 In general, if contract periods do not exceed one year, the bid shall be fixed price bid and not subject to contract price adjustment.
- 24.3 If the bid validity period is extended, then contract price adjustment may be applied.
- 24.4 Contract price adjustment shall be implemented in accordance with the general conditions of contract

25 Contracts providing for Compensation Based on Turnover

- 25.1 If a service provider acts on behalf of the Municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the Municipality must stipulate;
- 25.2
- 25.3 a cap on the compensation payable to the service provider; and
- 25.4 that such compensation must be performance based.

26 Samples

- 26.1 Where samples are called for in the bid documents, samples (marked with the bid and item number as well as the bidder's name and address) shall be delivered separately (to the bid) to the addressee mentioned in the bid documents.
- 26.2 Bids may not be included in parcels containing samples.
- 26.3 If samples are not submitted as required in the bid documents or by the closing date within any further time stipulated by the Chairperson of the Bid Evaluation Committee in writing, then the bid concerned may be declared non-responsive.
- 26.4 Samples shall be supplied by a bidder at his/her own expense and risk. The Municipality shall not be obliged to pay for such samples or compensate for the loss thereof, unless otherwise specified in the bid documents, and shall reserve the right not to return such samples and to dispose of them at its own discretion.
- 26.5 If a bid is accepted for the supply of goods according to a sample submitted by the bidder, that sample will become the contract sample. All goods/materials supplied shall comply in all respects to that contract sample.

27 Closing of Bids

- 27.1 Bids shall close on the date and at the time stipulated in the notice.
- 27.2 For bids (excluding quotations) for goods and services the bid closing date must be at least 14 (fourteen) days after publication of the notice.
- 27.3 For bids (excluding quotations) for construction works the bid closing date must be at least 21 (twenty one) days after publication of the notice.
- 27.4 Notwithstanding the above, if the estimated contract value exceeds R10 million, or if the contract is of a long term nature with a duration period exceeding one year, then the bid closing date must be at least 30 (thirty) days after publication of the notice.
- 27.5 For banking services, the bid closing date must be at least 60 (sixty) days after publication of the notice.
- 27.6 For proposal calls using a two envelope system, the bid closing date must be at least 30 (thirty) days after publication of the notice.
- 27.7 The bid closing date may be extended by the Accounting Officer if circumstances justify this action; provided that the closing date may not be extended unless a notice is published in the print media and website of the municipality prior to the original bid closing date. This notice shall also be posted on the official notice boards designated by the Accounting Officer, and a notice to all bidders to this effect shall be issued.
- 27.8 The Accounting Officer may determine a closing date for the submission of bids which is less than any of the periods specified in clauses above, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

28 Communication with bidders before bid closing

- 28.1 The Accounting Officer or his/her nominee may, if necessary, communicate with bidders prior to bids closing.
- 28.2 Such communication shall be in the form of a notice issued to all bidders by the Accounting Officer, by either e-mail, facsimile, or registered post as appropriate. A copy of the notice together with a transmission verification report/proof of posting shall be kept for record purposes. Notices should be issued at least one week prior to the bid closing date, where possible.
- 28.3 Notwithstanding a request for acknowledgement of receipt of any notice issued, the bidder will be deemed to have received such notice if the procedures above have been complied with.

28.4 Late Bids

28.4.1 Bids or quotations arriving after the specified closing time shall not be considered and where practicable and cost effective shall be returned to the bidder unopened with a letter explaining the circumstances.

28.4.2 Where it's necessary to open a late bid or quotation to obtain the name and address of the sender, each page of the document shall be stamped "late bid" before the bid is returned to the bidder. The envelope must be stamped and initialed in like manner and must be retained for record purposes

28.5 Amendment of bids before closing

28.5.1 The Municipality is entitled to amend any bid condition, validity period, specifications or plan, or extend the closing date of such a bid or quotation before the closing date, provided that such amendments or extensions are advertised and/or that all bidders to whom bid documents have been issued, are advised in writing per registered post or by fax of such amendments or of the extension clearly reflecting the new closing date and time. For this reason, employees issuing bids shall keep a record of the names, addresses and contact numbers of the persons or enterprises to whom bid documents have been issued

28.6 Dealing with bids and quotations if the closing date thereof has been extended

28.6.1 Where the closing date of a bid or quotation is extended, the notice which makes known such extensions shall also mention the bids or quotations already received, will be retained unopened in the bidding box and be duly considered after the expiry of the extended period, unless the bidder requests that such bid or quotation to be returned to the bidder or unless the bidder cancels it by submitting a later dated bid or quotation before the extended closing date.

28.7 Amendments after closing date

28.7.1 No amendments after the closing date allowed. The municipality is not entitled to amend any bid condition, validity period, specification or plan after the closing date of the bid and before the acceptance of a bid or quotation has been notified.

29 Opening of Bids where a Two Envelope System (consisting of a technical proposal and a financial proposal) is followed

29.1 If a two envelope system is followed, only the technical proposal will be opened at the bid opening.

29.2 The unopened envelope containing the financial proposal shall be stamped and endorsed with the opening official's signature, and be retained by him/her for safekeeping.

29.3 When required the financial offers/bids corresponding to responsive technical proposals, shall be opened by the opening official.

29.4 All bidders who submitted responsive technical proposals must be invited to attend the opening of the financial offers/bids.

29.5 Envelopes containing financial offers/bids corresponding to non-responsive technical proposals shall be returned unopened along with the notification of the decision of the Bid Adjudication Committee in this regard.

- 29.6 After being recorded in the bid opening record, the bids/technical proposals shall be handed over to the official responsible for the supervision of the processing thereof and that official shall acknowledge receipt thereof by signing the bid opening record.

30 Bid Sum

- 30.1 A bid will not necessarily be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening.
- 30.2 All rates, with the exception of rates only bids and proprietary information are confidential and shall not be disclosed.

31 Committee system for competitive bids

- 31.1 The following committees should be in place –
- 31.2 bid specification committees;
- 31.3 a bid evaluation committee; and
- 31.4 a bid adjudication committee;
- 31.5 The accounting officer appoints the members of each committee, taking into account section 117 of the MFMA; and
- 31.6 The accounting officer must provide for an attendance or oversight process by a neutral or independent observer, appointed by the accounting officer, when this is appropriate for ensuring fairness and promoting transparency.
- 31.7 The committee system must be consistent with –
- 31.8 Paragraphs 34, 35, 36, 37 and 38 of this policy; and any other applicable legislation.
- 31.9 The accounting officer may apply the committee system to formal written price quotations.

32 Bid specification committees

- 32.1 The appropriate bid specification committee must, depending on the department involved, compile the specifications for each procurement of goods or services by the municipality.
- 32.2 Specifications –
- 32.2.1 must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
- 32.2.2 must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply;

- 32.2.3 where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
- 32.2.4 may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
- 32.2.5 may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word “equivalent”;
- 32.2.6 must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2011 and paragraph 9 of this policy; and
- 32.2.7 must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 21 of this policy.
- 32.2.8 Where specifications are based on standard documents available to bidders, a reference to those documents is sufficient
- 32.3 The bid specification committee appointed by the accounting officer or his delegated authority, taking into account section 117 of the MFMA, must be composed of one or more officials of the municipality, preferably the manager responsible for the function involved as well as at least one Supply Chain Management practitioner of the municipality, and may, when appropriate, include external specialist advisors.
- 32.3.1 Where appropriate a representative of Internal Audit and/or Legal Services and/or other specialist advisors (internal or external) may form part of this committee.
- 32.4 No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.
- 32.4.1 Green procurement must be incorporated as far as reasonable possible, for all specifications of goods, services and construction works.
- 32.4.2 In the development of bid specifications, innovative mechanisms should be explored to render the service or product more resource and energy efficient.
- 32.4.3 Bid Specification Committee meetings must be conducted in accordance with the applicable Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees

33 Bid evaluation committees

- 33.1 The bid Evaluation Committee appointed by the accounting officer or his delegated authority taking into account.
- 33.2 The Bid Evaluation Committee shall be comprised of at least three Municipality Officials, an appointed Chairperson (who may be the same person as the Chairperson of the Bid Specification Committee), a responsible official and at least one Supply Chain Management Practitioner of the Municipality.

- 33.3 The Municipality Manager, or his delegated authority, shall, taking into account section 117 of the MFMA, appoint the members of the Bid Evaluation Committees.
- 33.4 Bid Evaluation Committee meetings must be conducted in accordance with the applicable. Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees.

34 Bid Evaluation

- 34.1 The Responsible Department shall carry out a preliminary evaluation of all valid bids received and shall submit a draft bid evaluation report to the Bid Evaluation Committee for consideration.
- 34.2 Any evaluation of a bid shall consider the bids received and shall note for inclusion in the evaluation report, a bidder:
- whose bid was endorsed as being invalid by the Municipality official presiding over the bid opening;
 - whose bid does not comply with the provisions for combating abuse of this policy;
 - who has failed to submit a certificate of independent bid determination, either with the bid, or within such time for submission stated in the Municipality's written request to do so.
 - whose bid does not comply with the general conditions applicable to bids and quotations of this Policy;
 - whose bid is not in compliance with the specification;
 - whose bid does meet the minimum score for functionality, if applicable;
 - whose bid is not in compliance with the terms and conditions of the bid documentation;
 - who is not registered and verified on the Municipality's supplier database;
 - who, in the case of construction works acquisitions, does not comply with the requirements of the Construction Industry Development Board Act regarding registration of contractors;
 - who has failed to submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order or that suitable arrangements have been made with SARS, and who fails to comply with any applicable Bargaining Council agreements.

35 Bids shall be evaluated according to the following as applicable:

- Firstly functionality i.e. the bidder's ability to execute the contract; then:
 - bid price, excluding VAT (corrected if applicable and brought to a comparative price where necessary),
 - the unit rates and prices,
 - any qualifications to the bid,
 - the bid ranking obtained in respect of preferential procurement as required by this Policy,
 - the financial standing of the bidder, including its ability to furnish the required institutional guarantee, where applicable,
 - any other criteria specified in the bid documents.
- 35.1 No bidder may be recommended for an award unless the bidder has demonstrated that it has the necessary resources and skills required to fulfill its obligations in terms of the bid document.

- 35.2 The Bid Evaluation Committee shall check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.
- 35.3 Additional information or clarification of bids may be called for if required but only in writing.
- 35.4 Alternative bids may be considered, provided that a bid free of qualifications and strictly in accordance with the bid documents is also submitted. The Municipality shall not be bound to consider alternative bids.
- 35.5 If a bidder requests in writing, after the closing of bids, that his/her bid be withdrawn, then such a request may be considered and reported in the bid evaluation report for decision by the Bid Adjudication Committee.
- 35.6 Adjudication points calculated in terms of the preference point system described in this policy must be rounded off to the nearest two decimal places.
- 35.7 The responsive bid that scores the highest number of adjudication points must be recommended for acceptance unless objective criteria, in addition to those specific goals contemplated in section 2 of the PPPFA, justify the acceptance of another bid
- 35.8 If, after bids have been brought to a comparative price, two or more score equal total adjudication points, the recommended bidder shall be the one scoring the highest number of preference points for B-BBEE.
- 35.9 When functionality is part of the evaluation process and two or more bids have scored equal points, including equal preference points for B-BBEE, the recommended bidder shall be the one scoring the highest score for functionality.
- 35.10 All disclosures of a conflict of interest shall be considered by the Bid Evaluation Committee and shall be reported to the Bid Adjudication Committee.

36 Recommendation to Bid Adjudication Committee

- 36.1 The Bid Evaluation Committee shall, having considered the Responsible Department's draft bid evaluation report, submit a report, including recommendations regarding the award of the bid or any other related matter, to the Bid Adjudication Committee for award.

37 Bid Adjudication

- 37.1 The Municipality shall not be obliged to accept any bid.
- 37.2 For goods and services bids, the Municipality shall have the right to accept the whole bid or part of a bid or any item or part of an item or accept more than one bid.

38 Bid Adjudication Committee

- 38.1 The Bid Adjudication Committee shall comprise at least four senior managers, and shall include:
- 38.1.1
- the Chief Financial Officer or, if the chief financial officer is not available, another senior finance official heading either of the budget or treasury offices, reporting directly to the chief financial officer and designated by the chief financial officer; and

- 38.1.2
 - at least one senior supply chain management practitioner of the Municipality; and
- 38.1.3
 - a technical expert in the relevant field who is an official of the Municipality, if the Municipality has such an expert.
- 38.2 The Accounting Officer shall appoint the members and chairperson of the Bid Adjudication Committee. If the chairperson is absent from a meeting, the members of the committee who are present shall elect one of the committee members to preside at the meeting.
- 38.3 Neither a member of a Bid Evaluation Committee, nor an advisor or person assisting such committees, may be a member of a Bid Adjudication Committee.

39 Adjudication and Award

- 39.1 The Bid Adjudication Committee shall consider the report and recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Officer on how to proceed with the relevant procurement.

40 Negotiations with preferred bidders

- 40.1 The accounting officer may, subject to paragraph 4.5 of this policy, negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –
 - 40.1.1 does not allow any preferred bidder a second or unfair opportunity;
 - 40.1.2 is not to the detriment of any other bidder; and
 - 40.1.3 does not lead to a higher price than the bid as submitted.
 - 40.1.4 Minutes of such negotiations must be kept for record purposes

41 Approval of Bid not Recommended

- 41.1 If a Bid Adjudication Committee decides to recommend a bid other than the one recommended by the Bid Evaluation Committee, the Bid Adjudication Committee must, prior to recommending the bid:
 - 41.1.1 check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears;
 - 42.1.2 check in respect of the preferred bidder that it has the necessary resources and skills required to fulfill its obligations in terms of the bid document.
 - 42.1.3 notify the Accounting Officer.

42 The Accounting Officer may:

- 42.1 after due consideration of the reasons as pointed per clause 41.1. above, accept or reject the decision of the Bid Adjudication Committee referred to above.
- 42.1.2 If the decision of the Bid Adjudication Committee is rejected, refer the decision of the adjudication committee back to that committee for consideration.
- 42.2 If a bid other than the one recommended in the normal course of implementing this Policy is approved, then the Accounting Officer must, in writing and within ten working days, notify the Auditor-General, the Provincial and the National Treasury of the reasons for deviating from such recommendation.
- 43.3 The requirement of above does not apply if a different bid was approved in order to rectify an irregularity.

43 Reconsideration of Recommendations

- 43.1 The Accounting Officer may, at any stage of a bidding process, refer any recommendation made by the Bid Evaluation Committee or Bid Adjudication Committee back to that Committee for reconsideration of the recommendation.

44 Resolution of disputes, objections, complaints and queries

- 44.1 The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
 - 44.1.1 To assist in the resolution of disputes between the municipality and other persons regarding –
 - any decisions or actions taken in the implementation of the supply chain management system; or
 - any matter arising from a contract awarded in the course of the supply chain management system.
- 44.2 The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively
- 44.3 The person appointed must –
 - 44.3.1 strive to resolve promptly all disputes, objections, complaints or queries received; and
 - 44.3.2 submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 44.4 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
 - 44.4.1 the dispute, objection, complaint or query is not resolved within 60 days; or
 - 44.4.2 no response is forthcoming within 60 days.
- 44.5 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 44.6 This paragraph must not be read as affecting a person's rights to approach a South African court of law at any time.

45 Procurement of banking services

- 45.1 Subject to section 33 of the Municipal Finance Management Act, any contract for the provision of banking services –
 - 45.1.1 must be procured through competitive bids;
 - 45.1.2 must be consistent with section 7 or 85 of the MFMA; and
 - 45.1.3 may not be for a period of more than 5 years at a time.
- 45.2 Bids shall be restricted to banks registered in terms of the Banks Act, 94 of 1990.
- 45.3 The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- 45.4 The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 21.1. Bids must be restricted to banks registered in terms of the Banks Act 94 of 1990.

46 Procurement of IT related goods or services

- 46.1 The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- 46.2 Both parties must enter into a written agreement to regulate the services rendered by, as well as the payments to be made to, SITA.
- 46.3 The accounting officer must notify SITA together with a motivation of the IT needs if –
 - 46.3.1 the transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - 46.3.2 the transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- 46.4 If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

47 Procurement of accommodation for seminars and conferences

- 47.1 The accounting officer may procure accommodation for council business on attendance of conferences/seminars/workshop/meetings outside the District in the following manner:

- 47.2 Where feasible, three quotations must be sought for accommodation within a reasonable radius from the seminar/meeting/workshop or conference venue. The ruling is in the spirit of not getting a venue that is too far from the conference venue as this can result in getting accommodation too far from the venue.

48 Procurement of goods and services under contracts secured by other organs of state

- 48.1 The accounting officer may procure goods or services under a contract secured by another organ of state, but only if –
- 48.1.1 the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - 48.1.2 there is no reason to believe that such contract was not validly procured;
 - 48.1.3 there are demonstrable discounts or benefits to do so; and
 - 48.1.4 that other organ of state and the provider have consented to such procurement in writing.

49 Procurement of goods necessitating special safety arrangements

- 49.1 The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.
- 49.2 Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

50 Public-Private Partnerships

- 50.1 Part 2 of chapter 11 of the MFMA applies to the procurement of public-private partnership agreements. Section 33 also applies if the agreement will have multi-year budgetary implications for the Municipality within the meaning of that section.

51 Publications in the Media

- 51.1 In respect of any contract relating to the publication of official and legal notices and advertisements in the media by or on behalf of the Municipality, there is no requirement for a competitive bidding process to be followed.

52 Community Based Vendors

- 52.1 The Head of Supply Chain Management may request quotations directly from Community Based Vendors in a specific area or from a specific community for the procurement of goods and services for amounts less than R30 000 (including construction works). Range of Procurement Processes
- 52.2 Goods and services, including construction works and consultant services shall be procured through the range of procurement processes set out below

53 Proudly SA Campaign

- 53.1 The Proudly SA Campaign is supported to the extent that, all things being equal, preference is given to procuring local goods and services from:
- 53.1.1 Firstly – suppliers and businesses within the municipality or district;
- 53.1.2 Secondly – suppliers and businesses within Mpumalanga;
- 53.1.3 Thirdly – suppliers and businesses within the Republic of South Africa.
- 53.1.4 The principles set out in sub-paragraph 54.1 must be reflected in the preferential procurement points.

54 Appointment of consultants

- 54.1 When evaluating bids for the rendering of consultancy services to the council, functionality shall be considered before price.
- 54.2 The accounting officer may procure consulting services provided that any Treasury guidelines and CIDB requirements in respect of consulting services are taken into account when such procurements are made.
- 54.3 Consultancy services must be procured through competitive bids if-
- 54.3.1 the value of the contract exceeds R200 000 (VAT included); or
- 54.3.2 the duration period of the contract exceeds one year.
- 54.4 In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of:
- 54.4.1 all consultancy services provided to an organ of state in the last five years; and
- 54.4.2 any similar consultancy services provided to an organ of state in the last five years.
- 54.5 The accounting officer must ensure that copyright in any document produced, as well as the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

54.6 The following criteria are used to evaluate bids for the rendering of consultancy services to the council:

Description of quality criteria and sub-criteria		Maximum number of bid evaluation points	
Specific project applicable expertise			20
*	Infrastructure of firm	10	
	Specific project experience by proposed team	10	
Approach and methodology (Work Plan)			20
	Understanding of the terms of Reference / Brief	5	
*	Approach and Work Plan	15	
Track Record (Average of previous three projects of Company where proposed Project Team Manager was involved)			30
*	Completion of assignment on time	8	
	Quality of work and accuracy reports submitted	6	
*	Response and attendance of meetings	6	
*	Communication with stakeholders	5	
	Application & adherence of conditions of contract	5	

55 Deviation from, and ratification of minor breaches of, procurement processes

55.1 The accounting officer may –

55.1.1 dispense with the official procurement processes established by this policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –

- in an emergency;
- if such goods or services are produced or available from a single provider only;
- for the acquisition of special works of art or historical objects where specifications are difficult to compile;
- in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

55.1.2 ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

55.2 The accounting officer must record the reasons for any deviations in terms of sub-paragraphs 55.1.1 and 55.1.2 of this policy and report them to the next meeting of the council and include it as a note to the annual financial statements.

55.3 Paragraph 55.2 does not apply to the procurement of goods and services contemplated for water and electricity from DWA and ESKOM respectively.

56 Emergency Dispensation

56.1 The conditions warranting Emergency dispensation should include the existence of one or more of the following:

56.1.1 - the possibility of human injury or death;

56.1.2 - the prevalence of human suffering or deprivation of rights;

56.1.2 - the possibility of damage to property, or suffering and death of livestock and animals;

56.1.3 - the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the Municipality as a whole;

56.1.4 - the possibility of serious damage occurring to the natural environment;

56.1.5 - the possibility that failure to take necessary action may result in the Municipality not being able to render an essential community service; and

56.1.6 - the possibility that the security of the state could be compromised.

56.1.7 - The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above.

56.1.8 - Where possible, in an emergency situation, three quotes in accordance with general acquisition management principles should be obtained and a report submitted, via the Bid Adjudication Committee, to the Municipality Manager for approval. However, where time is of the essence, the emergency shall be immediately addressed, and the process formalised in a report to the Municipality Manager as soon as possible thereafter.

57 Unsolicited bids

57.1 In accordance with section 113 of the MFMA there is no obligation to consider unsolicited bids received outside a normal bidding process.

57.2 The accounting officer may decide in terms of section 113(2) of the MFMA to consider an unsolicited bid, only if:–

57.2.1 the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;

- 57.2.2 the product or service will be exceptionally beneficial to, or have exceptional cost advantages for the municipality and the community;
- 57.2.3 the person who made the bid is the sole provider of the product or service; and
- 57.2.4 the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- 57.3 If the accounting officer decides to consider an unsolicited bid that complies with sub-paragraph 57.2, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with
 - 57.3.1 reasons as to why the bid should not be open to other competitors;
 - 57.3.2 an explanation of the potential benefits if the unsolicited bid were accepted; and
 - 57.3.3 an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- 57.4 All written comments received pursuant to sub-paragraph 57.3, including any responses from the unsolicited bidder, must be submitted to the National Treasury and the relevant provincial treasury for comment.
- 57.5 The bid adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- 57.6 A meeting of the bid adjudication committee to consider an unsolicited bid must be open to the public.
- 57.7 When considering the matter, the bid adjudication committee must take into account –
 - 57.7.1 any comments submitted by the public; and
 - 57.7.2 any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- 57.8 If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor-General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following such recommendations.
- 57.9 Such submission must be made within 7 days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.
- 58 Combating of abuse of supply chain management system**
 - The following measures are established to combat the abuse of the supply chain management system:
 - 58.1 The accounting officer must–
 - 58.1.1 take all reasonable steps to prevent abuse of the supply chain management system;

- 58.1.2 investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this supply chain management policy and, when justified –
- take appropriate steps against such official or other role player; or
 - report any alleged criminal conduct to the South African Police Service;
- 58.1.3 check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- 58.1.4 reject any bid from a bidder –
- if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
 - who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that its performance was unsatisfactory;
- 58.1.5 reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- 58.1.6 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; or
 - an official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- 58.1.7 reject the bid of any bidder if that bidder or any of its directors –
- has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - has been convicted for fraud or corruption during the past five years;
 - has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.
- 58.1.8 reject the bid of any bidder tendering as part of a joint-venture, whose bid otherwise be rejected individually or otherwise.
- 58.2 The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub-paragraphs 58.1.7 of this policy.

Part 3: Logistics, Disposal, and Performance Management

59 Logistics management

- 59.1 The accounting officer must implement an effective system of logistics management which must include the following:
- 59.1.1 monitoring of spending patterns on types or classes of goods and services which should, where practical, incorporate the coding of items to ensure that each item has a unique number for the purposes of monitoring;
 - 59.1.2 setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
 - 59.1.3 placing of manual or electronic orders for all acquisitions other than petty cash;
 - 59.1.4 before payment is approved, certification from the responsible officer that the goods and services have been received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted or in terms of a contract;
 - 59.1.5 appropriate standards of internal control and warehouse management to ensure goods placed in stores are secure and only used for the purpose for which they were purchased;
 - 59.1.6 regular checking to ensure that all assets, including official vehicles, are properly managed, appropriately maintained and only used for official purposes; and
 - 59.1.7 monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for a particular good or service.

60 Transport Management

- 60.1 The Municipality's fleet management policy must be adhered to at all times.

61 Vendor Performance

- 61.1 The accounting system will enable system-based evaluation, based on the vendors' performance with regard to certain pre-determined criteria.
- 61.2 This information will be available for future evaluation purposes, contract negotiations and regular feedback to the vendors.

62 Contract Administration

- 62.1 Contract administration includes all administrative duties associated with a contract that has arisen through one of the acquisition/procurement processes described in this policy.
- 62.2 All contracts must be administered by a contract manager, who will be an internal official assigned to ensure the effective administration of the contract. The contract manager will typically be the internal project manager assigned to the project as a whole, but may also be a cost centre owner or other responsible official.
- 62.3 A contract manager must be assigned to each contract and, where possible, should be involved from the earliest stages of the acquisition process.
- 62.4 The contract manager's duties and powers shall be governed by the conditions of contract and the general law.
- 62.5 In administering a contract, the contract manager will be required to form opinions and make decisions which, while in the Municipality's best interests, must be fair to all parties concerned.
- 62.6 Departmental Heads (Directors) shall be responsible for ensuring that contract managers:
- 62.6.1 - are assigned to all contracts within the Department Head's area of responsibility;
 - 62.6.2 - are adequately trained so that they can exercise the necessary level of responsibility in the performance of their duties.
 - 62.6.3 The contract manager shall:
 - 62.6.4 ensure that all the necessary formalities in signing up the contract and/or issuing the purchase order(s) are adhered to;
 - 62.6.5 ensure that contracts related to the procurement of goods and services are captured on the Municipality's accounting system in the form of a price schedule;
 - 62.6.6 ensure that all original contract documentation is lodged with the Supply Chain Management Department for record purposes;
 - 62.6.7 monitor the performance of the contractor in order to ensure that all of the terms and conditions of the contract are met;
 - 62.6.8 where necessary, take appropriate action where a contractor is underperforming or is in default or breach of the contract;
 - 62.6.9 where appropriate, authorise payments due in terms of the contract by processing payment certificates (if applicable), and ensuring that the necessary Service Entry Sheets or Goods Received Notes are captured on the Municipality's accounting system;

- 62.6.10 manage contract variation or change procedures;
- 62.6.11 administer disputes where necessary, in terms of this policy and the applicable Conditions of Contract;
- 62.6.12 conduct, as appropriate, post contract reviews;
- 62.6.13 maintain adequate records (paper and/or electronic) in sufficient detail on an appropriate contract file to provide an audit trail;
- 62.6.14 act with care and diligence and observe all accounting and legal requirements.

63 Disposal management

The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to section 14 of the MFMA, are as follows:

- 63.1.1 Movable assets:
 - 63.1.1.1 the asset is uneconomical to repair;
 - 63.1.1.2 the asset is irreparable;
 - 63.1.1.3 the relevant department has no further use for the asset; and
 - 63.1.1.4 no other department requires the asset.
- 63.1.2 Immovable assets:
 - 63.1.2.1 the relevant department has no further use for the asset;
 - 63.1.2.2 no other department requires the asset;
 - 63.1.2.3 a member of the public wishing to acquire the asset can utilize the asset to the advantage of the community; or
 - 63.1.2.4 where the assets were specifically created for the sale or rental thereof to the public.
- 63.2 The disposal of assets must–
be by one of the following methods:
 - 63.2.1 transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets;
 - 63.2.2 transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - 63.2.3 selling the asset; or
 - 63.2.4 destroying the asset;
 - 63.2.5 trading in the asset.

provided that –

- 63.2.6 immovable property may be sold only at market-related prices except when the public interest or the plight of the poor demands otherwise;
- 63.2.7 movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market-related prices, whichever is the most advantageous;
- 63.2.8 in the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
- 63.2.9 in the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic

63.3 When letting or disposing of an asset it must be ensured that –

- 63.3.1 *immovable* property is let at market-related rates except when the public interest or the plight of the poor demands otherwise;
- 63.3.2 all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
- 63.3.3 where assets are traded in for other assets, the highest possible trade-in price is negotiated.

64 Transfer or Permanent Disposal of Assets and the Granting of Right

- 64.1 Non-exempted capital assets shall be transferred or permanently disposed of strictly in accordance with Chapter 2 of the Municipal Asset Transfer Regulations.
- 64.2 Exempted capital assets shall be transferred strictly in accordance with Chapter 3 of the Municipal Asset Transfer Regulations.
- 64.3 The granting of rights (where sections 14 and 90 of the MFMA do not apply) by the Municipality, shall be executed strictly in accordance with Chapter 4 of the Municipal Asset Transfer Regulations.

65 Performance management

- 65.1 The accounting officer must ensure that an effective internal monitoring system is implemented in order to determine, on the basis of retrospective analysis, whether the authorised supply chain management processes were followed and whether the measurable performance objectives linked to and approved with the budget and the service delivery and budget implementation plan, were achieved.
- 65.2 Performance management shall accordingly be characterised by a monitoring process and retrospective analysis to determine whether:
 - value for money has been attained;
 - proper processes have been followed;
 - desired objectives have been achieved;
 - there is an opportunity to improve the process;
 - suppliers have been assessed and what that assessment is; and
 - there has been deviation from procedures and, if so, what the reasons for that deviation are.
- 65.3 The performance management system shall accordingly focus on, amongst others:

- achievement of goals;
- compliance to norms and standards;
- savings generated;
- cost variances per item;
- non-compliance with contractual conditions and requirements; and
- the cost efficiency of the procurement process itself.

Part 4: Other matters

66 Prohibition on awards to persons whose tax matters are not in order

- 66.1 The accounting officer must ensure that, irrespective of the procurement process followed, no award is given to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- 66.2 Before making an award to a provider or bidder, a tax clearance certificate from South African Revenue Service must first be provided as contemplated in paragraph 12.1.1.

67 Prohibition on awards to persons in the service of the state

The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

- 67.1 who is in the service of the state; or
- 67.2 if that person is not a natural person, of which any director, manager, majority shareholder or majority stakeholder is a person in the service of the state; or
- 67.3 who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

68 Awards to close family members of persons in the service of the state

- 68.1 The notes to the annual financial statements must disclose particulars of any award of more than R2 000 to a person who is a spouse, life partner, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
- 68.1.1 the name of that person;
- 68.1.2 the capacity in which that person is in the service of the state; and
- 68.1.3 the amount of the award.

69 Ethical standards

- 69.1 A code of ethical standards is in place, for officials and other role players in the supply chain management system in order to promote –
- 69.1.1 mutual trust and respect; and
- 69.1.2 an environment where business can be conducted with integrity and in a fair and reasonable manner.
- 69.2 An official or other role player involved in the implementation of the supply chain management policy –
- 69.2.1 must treat all providers and potential providers equitably;
- 69.2.2 may not use his/her position for private gain or to improperly benefit another person;
- 69.2.3 may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
- 69.2.4 notwithstanding sub-paragraph 69.2.3, must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
- 69.2.5 must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by the municipality;
- 69.2.6 must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
- 69.2.7 must be scrupulous in his/her use of property belonging to the municipality;
- 69.2.8 must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
- 69.2.9 must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
- any alleged fraud, corruption, favoritism or unfair conduct;
 - any alleged contravention of paragraph 70.1 of this policy; or
 - any alleged breach of this code of ethical standards.
- 69.3 Declarations in terms of paragraphs 71 must be declared to the accounting officer
- 69.3.1 must be recorded in a register which the accounting officer must keep for this purpose;

- 69.3.2 by the accounting officer must be made to the executive mayor who must ensure that such declarations are recorded in the register.
- 69.4 The National Treasury's code of conduct must also be taken into account by supply chain management practitioners and other role players involved in supply chain management. A copy of the National Treasury code of conduct is available on the website www.treasury.gov.za/mfma located under "legislation".
- 69.5 A breach of the code of conduct adopted by the municipality must be dealt with in accordance with Schedule 2 of the Local Government: Municipal Systems Act 32 of 2000.

70 Inducements, rewards, gifts and favours to municipalities, officials and other role players

- 70.1 No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
- 70.1.1 any inducement or reward to the municipality for or in connection with the award of a contract; or
- 70.1.2 any reward, gift, favour or hospitality to –
- any official; or
 - any other role player involved in the implementation of the supply chain management policy.
- 70.2 The accounting officer must promptly report any alleged contravention of sub-paragraph 70.1.2 to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- 70.3 Sub-paragraph 70.1 does not apply to gifts less than R350 in value.

71 Sponsorships

The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is –

- 71.1 a provider or prospective provider of goods or services; or
- 71.2 a recipient or prospective recipient of goods disposed or to be disposed.

72 Objections and complaints

- 72.1 Persons aggrieved by decisions or actions taken in the implementation of the supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action, at the office of the accounting officer.

73 Resolution of disputes, objections, complaints and queries

- 73.1 The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- 73.1.1 To assist in the resolution of disputes between the municipality and other persons regarding –
- any decisions or actions taken in the implementation of the supply chain management system; or
 - any matter arising from a contract awarded in the course of the supply chain management system.
- 73.1.2 to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- 73.2 The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- 73.3 The person appointed must –
- 73.3.1 strive to resolve promptly all disputes, objections, complaints or queries received; and
- 73.3.2 submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 73.4 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- 73.4.1 the dispute, objection, complaint or query is not resolved within 60 days; or
- 73.4.2 no response is forthcoming within 60 days.
- 73.5 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 73.6 This paragraph must not be read as affecting a person's rights to approach a South African court of law at any time.

74 Contracts providing for compensation based on turnover

If a service provider acts on behalf of the municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate –

- 74.1 a cap on the compensation payable to the service provider; and
- 74.2 that such compensation must be performance-based.

75 Payment of sub-contractors or joint venture partners

The chief financial officer or an official designated by the chief financial officer may consent to the direct payment of sub-contractors or joint venture partners by way of:

- 75.1 an approved session; or
- 75.2 an agreement for direct payment.

76 Extending or varying a contract

- 76.1 Subject to sub-paragraph 76.2, the municipality on its own initiative or upon receipt of an application from the person, body, organisation or corporation supplying goods or services to the municipality in terms of this policy, may resolve to extend or vary a contract if:-
 - 76.1.1 the circumstances as contemplated in paragraph 55.1.1 prevail; or
 - 76.1.2 with due regard to administrative efficiency and effectiveness, the accounting officer deems it appropriate.
- 76.2 The municipality may not extend or vary a contract:-
 - 76.2.1 more than once;
 - 76.2.2 for a period exceeding the duration of the original agreement; or
 - 76.2.3 for an amount exceeding **20 percent** of the original bid value for construction related goods, services and or infrastructure project and **15 percent** for all other goods and or services
- 76.3 Within 1 month of the decision referred to in sub-paragraph 77.1, the matters specified in sub-paragraph 77.4 must be:-
 - 76.3.1 published by the municipality at least in an appropriate newspaper circulating within the boundaries of the municipality; and
 - 76.3.2 displayed on the notice board of the municipality.
- 76.4 The matters to be published or displayed are:-
 - 76.4.1 the reasons for dispensing with the prescribed procedure;
 - 76.4.2 a summary of the requirements of the goods or services; and
 - 76.4.3 the details of the person, body, organisation or corporation supplying the goods or services.

As adopted by Council per item **DM25 /11/2012** and **DMSS 22/05/2013** Adoption of 2013/14 Annual Budget at its sitting on 29 MAY 2013.