

GREATER TZANEEN MUNICIPALITY



SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: REHABILITATION OF STREETS IN TZANEEN (BOUNDARY AND BILLY MARITZ)

BID NO: SCMU 03/2021

BID AMOUNT:
..... VAT incl.

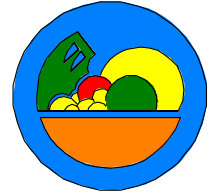
NAME OF THE BIDDER:
.....

CLOSING DATE: 29 APRIL 2021 @ 12H00

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PART A: MBD1
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MASEPALA WA TZANEEN



SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: ENGINEERING SERVICES

BID DESCRIPTION: REHABILITATION OF STREETS IN TZANEEN (BOUNDARY AND BILLY MARITZ)

BID NO: SCMU 03/2021

Bids are hereby invited from interested service provider with CIDB grading of 4CE or higher for rehabilitation of Streets in Tzaneen (Boundary and Billy Maritz). No bid document will be sold at the municipal offices. Bid documents are obtainable at Greater Tzaneen Municipality website: www.greatertzaneen.gov.za.

Interested bidders must attach proof of the following documents to avoid disqualification:

CSD report (not older than 3 months), certified copies of ID's for all directors of the company, statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months)/ letter from traditional authority not older than 3 months for the company and the directors/ lease agreement (attach 3 months proof of payment for lease), valid tax pin or tax clearance, certified or original B-BBEE certificate (combined BBBEE certificate if Joint Venture), signed joint venture agreements in case of a joint venture companies, proof of relevant CIDB grading.

Bidders must sanitise/ wear gloves when preparing their bid document. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 03/2021, postal address and contact details of the bidder.**

Bid document will only be available at www.greatertzaneen.gov.za from the date of advert.

Closing date: 29 April 2021 @ 12:00 at Greater Tzaneen Municipality; Civic Centre; Council Chamber. Bidders must note that briefing session will **Not** take place. The co-ordinates of the streets for condition assessment are as follows;

Boundary	Billy Maritz
Start: 23° 49' 56"S 30°09'12"E	Start: 23° 50' 23"S 30°09'41"E
End: 23° 49' 30"S 30°09'26"E	End: 23° 50' 19"S 30°09'39"E

Public bid opening will be held on the closing date at 12h00, Council Chambers.

EVALUATION OF BIDS

N.B: The evaluation of the bid will be conducted in two stages; first stage will be the assessment of functionality as follows: relevant company experience - 60 points; key personnel experience – 20 points; qualifications of key personnel – 20 points. Only bidders obtaining 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points for Broad Based Black Economic Empowerment (B-BBEE) status level of contributors.

Bidders shall take note of the following bid conditions:

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid;
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid;
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- d) Council reserves the right to negotiate further conditions with the successful bidder;
- e) Council reserves the right not to appoint;
- f) No bidder will be appointed if not registered on Central Supplier Database;
- g) Contract period of this bid is 3 months,
- h) Council have the right to appoint more than one bidder;
- i) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Ms. O.H. Tshisevhe @ 015 307 8214
Administrative enquiries must be directed to Ms. M. Mpyana @ 015 307 8091

Mr. B.S. Matlala
Municipal Manager
Greater Tzaneen Municipality

PART B.1
Form of bid

Bid for contract number: SCMU 03/2021

I/We, the undersigned:

Bid for an amount % (vat inclusive) and;

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “N” and completed the Preference Points claim Forms attached in Part F, G, H, I and J; K; L”
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of20.....

Signature

Name of Firm: _____

Address: _____

As Witness:

1. Name _____ **Date** ___/___/____ **Signature:** _____

2. Name _____ **Date** ___/___/____ **Signature:** _____

State in cases where the bidder is a Company, Corporation or Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. Name: _____ Date ___/___/___ Signature: _____

2. Name: _____ Date ___/___/___ Signature: _____

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose.

Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder.

Bidders must sign this Form of Bid as well as PART "N" attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

Part B. 2
Bidding Information

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

Authority for signatory

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

An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20____

Mr/ Mrs. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ **No** _____

And any contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his capacity as: _____ **Date:** ____/____/____

Signature of signatory

As witness:

1. **Name** _____ **Date** ____/____/____ **Signature:** _____

2. **Name** _____ **Date** ____/____/____ **Signature:** _____

Part C

General undertakings by the bidder

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
 - (ii) Who is a female; and/ or
 - (iii) Who has a disability?
- 1.1.10 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **Contract”** refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.
- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.

- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
- 1.2.2 An expression which denotes: -
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Greater

Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
- 2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
- 2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client;
- 2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.
- 2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved.....

PART D: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

REPUBLIC OF SOUTH AFRICA

Government Procurement: Greater Tzaneen Municipality

General Conditions of Contract July 2010

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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15. Warranty
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17. Prices
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20. Subcontracts
21. Delays in the supplier's performance
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23. Termination for default
24. Dumping and countervailing duties
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) 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 place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
 - 5.2.1 Except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause
 - 5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute

supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the

port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 Without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and

(iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser

may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

PART E

GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Process for competitive bidding

Following are procedures for a competitive bidding process for each of the following stages:

2.1 Compilation of bidding documentation

(a) Take into account –

- The general conditions of contract;
- Any Treasury guidelines on bid documentation; and
- The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.

(b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

(c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4

- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
 - * For the past three years; or
 - * Since their establishment if establishment during the past three years
 - 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 payments is overdue for more than 30 days
 - 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
 - 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 is expected to be transferred out of the Republic
- (e) 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.

2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer:

Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

(i) 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 ways (which may include an advertisement in the Government Bid Bulletin) and

(ii) Public advertisement must contain the following:

The closure 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; subject to (iii) below; and

(iii) Accounting officer may determine a closure 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

(iv) Bids submitted must be sealed.

(v) The following information must appear in any advertisement:

- * Bid number,
- * Description of the requirements
- * Closing date and time;
- * The name and telephone numbers of the contact person for any enquiries.

2.5 Inspection on loco

A fully explanatory site inspection will be conducted.

2.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.

(b) **Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

The Council reserves the right to accept the lowest or any bid received

- The decision by the Municipality regarding the awarding of a contract must be final and binding

2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

i) **Compliance with bid conditions**

- ❖ Bid submitted on time
- ❖ Bid forms signed and each page initialled
- ❖ All essential information provided
- ❖ Certified ID copies
- ❖ Proof of work experience (attach CV)
- ❖ Original or certified copy of B-BBEE Certificate
- ❖ Submission of an original Tax Clearance Certificate, MBD 2
- ❖ Submission of Company Registration Certificate
- ❖ Submission of a Joint Venture Agreement, properly signed by all parties
- ❖ Payment of Municipal Rates

(ii) Meeting technical specifications and comply with bid conditions;

(iii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

2.10 Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic
- (vi) Empowerment Objectives must be calculated separately and must be added to the points
- (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
- (ii) 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 R50 million, the bid must be cancelled.

- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
- ❖ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - ❖ Funds are no longer available to cover the total envisaged expenditure, or
 - ❖ No acceptable bids were received

PART F

MBD 2

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 the requirements, bidders are required to complete in full the attached form TCC 00. "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 is 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.

PART G

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

3.8 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**

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

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

3.8.1 If so, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months?

YES / NO

3.9.1. If yes, furnish

particulars.....

.....

10. Are you, aware of any relationship (family, friend, other) between a 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

3.10.1. If so, furnish particulars

.....

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....

3.12 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If so, furnish particulars.

.....

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of Bidder

CERTIFICATION

I, the undersigned (name).....

Certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Designation

.....
Name of Bidder

PART H

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 million (all applicable taxes included) and
- The 90/10 system for requirements with a rand value above R50 million (all applicable taxes included).

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

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

80/20 and 90/10-point scoring is as follows:

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
Price	
B-BBEE status level of contributor	
Total points for price and B-BBEE must not exceed	100

1.5 Failure by the 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 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;
- (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 services, works or goods, 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 excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based 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 document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
 - 1) BBBEE status level certificate issued by an authorized body or person
 - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
 - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 or 10 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 contributor).

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (Tick applicable box)

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

7.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted?.....%
- (ii) The name of the sub-contractor?
- (iii)The B-BBEE status level of the sub-contractor?
- (iv)Whether the sub-contractor is an EME/SME? (Please circle applicable one) *YES / NO

Specific, by ticking the appropriate box, if subcontracting is an enterprise in terms of preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of the business:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM (Tick applicable box)

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION (Tick applicable box)

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

8.8 Total numbers 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 contribution indicated in paragraph 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 paragraph 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

DATE:

Address:

.....

.....

PART I

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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: Greater Tzaneen Municipality

NB 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PART J

MBD 7.2

Contract form - rendering of services

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

Part 1 (to be filled in by the service provider)

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

WITNESSES	
1
2
DATE:

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

Name (print)

Capacity

Signature

Name of firm

Date

MBD 7.2

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

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

PART K

MBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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:		

Item	Question (Tick applicable box)	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name) Certify that the information furnished on this declaration form true and correct. Accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Designation

.....
Name of Bidder

PART L

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid number:

Bid Description:

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: _____(Name of Bidder)

that:

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;
 - (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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART M

RETURNABLE DOCUMENTS

T2.1.1 Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Sub-contractor.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.1.2 Schedule of the Tenderer's Experience

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

Notes: Failure to submit proof of completion will result in the forfeiture of all points for that relevant project.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed

Date

Name

Position

Tenderer

T2.1.3 Certificate of Attendance at Clarification Meeting

This is to certify that (*tenderer*).....
of (*address*).....
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.1.10 QUALITY SCORECARD

Points for quality must be entered here **by the Tenderer** based on the following Quality Scorecard. **Only Tenderers scoring 70% or more for quality will be considered eligible for evaluation.**

Tenderers should supply supporting information to prove points claimed where it's not available in other Returnable Schedules.

TARGETED GOALS Name of contactable reference (Completed roads related projects in the past 5yrs)	Max Points To be Scored	Points Claimed by Tenderer	Allocated Points
1. Project 1	15		
2. Project 2	15		
3. Project 3	15		
4. Project 4	15		
Sub-Total: Reputation and References	60		

Note: 1. Similar work (or Project) means construction of roads and stormwater.

TABLE B: EXPERIENCE AND QUALIFICATION OF KEY PERSONNEEL

Table B1: Experience (Experience in roads related projects)

TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1. Contracts Manager: 10 years experience	≥ 10 yrs = 5 6-9 yrs = 3 3-5 yrs = 2 1-2 yrs = 1		
2. Site Agent: 8 years experience	≥ 8 yrs = 5 5-7 yrs = 3 3-4 yrs = 2 1-2 yrs = 1		
3. Foreman: 5 years experience	≥ 5 yrs = 5 4 yrs = 3 3 yrs = 2 1-2 yrs = 1		
4. Health and Safety Officer: 5 years of experience as OHS in Civil Engineering Construction	≥ 5 yrs = 5 4 yrs = 3 3 yrs = 2 1-2 yrs = 1		
Sub-Total: Experience	20		

*Note: Curricula Vitae to be attached in Section T: Key Personnel of T2.1.12
Years of appropriate experience means experience in the related field
Certified copies of Qualifications to be attached if points are claimed.*

Table B2: Qualifications

TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1. Contracts Manager: Civil Engineering or Construction Management	Bsc = 5 B-Tech/PrCPM = 5 ND = 3 N6 = 2 Any Cert. = 1		
2. Site Agent: Civil Engineering or Construction Management	Bsc/B-Tech = 5 ND = 4 LIC NQF 5/7 = 3 N6 = 2 Any Cert. = 1		
3. Foreman: Civil Engineering or Construction Management	ND = 5 NQF 5 = 4 N6 = 3 NQF 4 = 2 NQF 3 = 1		
4. Health and Safety Officer: 5 years of experience as OHS in Roads Projects.	ND = 5 Cert = 3		
Sub-Total: Experience	20		

TOTAL SCORE

	Criteria	Possible Full Points	Actual Points Obtained
1	Experience applicable to past 5 years	60	
2	Experience of Key Personnel	20	
3	Qualifications of Key Personnel	20	
6	Total Possible Points	100	Total Points Obtained =

T2.1.11 Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Electrical Supervisor, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						

SIGNATURE:.....

DATE:

(person authorized to sign on behalf of the Tenderer)

**T2.1.12 Curriculum Vitae of Key Personnel (PLEASE NOTE THAT IF SEPARATE CVS ARE ATTACHED, USE THE FORMAT PROVIDED BELOW)
Curriculum Vitae of Key Personnel (Contract Manager)**

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel (Site Agent)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
Employment Record:		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel (Foreman)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service:</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel (OHS Officer)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service:</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

T2.2 LIST OF RETURNABLE DOCUMENTS

Document

Page

2. Other documents required only for tender evaluation purposes

- T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board
- T2.2.2 Form of intent to provide a performance guarantee
- T2.2.3 Proof of compliance with COID Act

T2.2.1 Contractor's Certificate of Registration with CIDB

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

T2.2.2 Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

T2.2.3 Proof of Compliance with COID Act

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

T2.3 LIST OF RETURNABLE SCHEDULES

Document		
3. Returnable Schedules that will be incorporated into the contract		
T2.3.1	Preliminary programme	
T2.3.2	Amendments, qualifications and alternatives	
T2.3.3	Insurance cover to be effected by the contractor	
T2.3.4	Addenda to the Tender Documents	

T2.3.1 Preliminary Programme

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

PROGRAMME													
ACTIVITY	WEEKS / MONTHS												

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

SIGNATURE:..... DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.3.2 Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.3.3 Insurance Cover to be effected by the Contractor

The Contractor and his subcontractors shall, in terms of the Contract Data, effect the insurances detailed in conditions of contract. The prescribed documents (or other satisfactory intention to provide cover) in respect of these insurances shall be attached hereto and shall include but not be limited to:

- Insurance of Constructional Plant;
- Insurance under provisions of the COID Act;
- Common Law Liability Insurance for an amount not less than that stated in the Project Information Schedule;
- Motor Vehicle Liability Insurance; and
- Any additional insurances deemed necessary for items not insured in terms of the insurance effected by the Employer.

Should the Contractor, within the prescribed period, not submit the required documents, the Employer will be entitled to withhold payment certificates in terms of the contract until the Contractor has complied with these requirements.

T2.3.4 Addenda to the Tender Documents

Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Employer.

Addendum No.	Description

PART N
BID SPECIFICATION

PART 1: AGREEMENT AND CONTRACT DATA

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C1.2 CONTRACT DATA

C1.2.1 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 Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [ww.saice.org.za](http://www.saice.org.za).

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 12 months from the date of completion on all new installations.
1.1.1.14	The time for achieving Practical Completion is 9 months , where Practical Completion shall constitute the following to be fully completed: All work allocated has been fully completed All commissioning and testing has been successfully completed All Health and safety Requirements complied
1. 1.1.15	The name of the Employer is Greater Tzaneen Municipality Contact person is: Ms. HO Tshisevhe
1..1.1.26	The Pricing Strategy is Re-measurement Contract.
P	The address of the Employer is: Physical Greater Tzaneen Municipality P.O. Box 24 Email: hulisani@tzaneen.gov.za 1 Agatha Street Tzaneen Civic Centre 0850 Tzaneen 0850 Tel: (015) 307 8000 Fax: (015) 307 8272

GCC Clause	Information
5.1.1 and 5.8.1	The non-working days are Sundays Special non-working days are: 1. All Public Holidays in terms of the Public Holidays Act as amended. 2. The year-end break as published by SAFCEC.
5.3.1	The documentation required before commencement with Works execution are: Approved Health and Safety File (Clause 4.3) Initial programme (Clause 5.6) Guarantee from Bank or Insurance Company (Clause 6.2) Insurance of Construction Machinery Plant (Clause 8.6) Insurance of Motor Vehicle Liability (Clause 8.6) Insurance of the works (Clause 8.6) Signed Notification to the Department of Labour Construction Permit where applicable
5.3.2	The time to submit the Contract documentation required before commencement of the Works is 14 days.
5.13.1	The penalty for failing to complete the Works is 1% per day.
5.16.3	The latent liability period is 10 years.
6.2.1	The liability of the guarantee shall be 10% of the tendered sum
6.8.2	The effect of changes in prices or law on the amounts due shall be adjusted on the following basis: a) No price adjustment over the first 12-month period of the Contract. b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the Agreement and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership and indemnity is required.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	The limit of retention money is 10% of the contract price
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R2 500 000.
8.6.1.2	Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA) , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.
8.6.1.3	Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R5million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause..
10.5.3	The adjudication board shall consist of one member.
10.7.1	The determination of disputes shall be by arbitration

C1.2.1.1 Variations to General Conditions of Contract

Add the following Table:

<p>3.2.4</p>	<p>Employer for Health and Safety</p> <p>'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).'</p> <p>Add the following at the end of the above new replacement Clause 3.2.4:</p> <p>'Where the Employer is obliged to appoint an Employer for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope Of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.'</p>
<p>5.3.3</p> <p>:</p>	<p>Time to instruct commencement of the Works</p> <p>The Contractor shall commence with carrying out the Works upon written instruction from the Employer to commence with the Works.</p>
<p>6..10.4</p>	<p>Delivery, dissatisfaction with and payment of payment certificates</p> <p>Payment shall be made upon:</p> <p style="padding-left: 40px;">The Contractor will provide a payment certificate with quantities to the Employer before or on the 20th of every month.</p> <p style="padding-left: 40px;">After the payment certificate has been approved by Employer, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be date the Employer approved the Payment Certificate. The certificate will then be ready for handing in to the Employer.</p> <p style="padding-left: 40px;">Payment will be made end of the following month.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
<p>6.10.5</p>	<p>Payment of Retention Money</p> <p>In the third line, delete the word "when" and replace with "within 35 days after" In the sixth line, delete "14 days" and replace with "35 days"</p>

“Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due.”

6.11 Delete Clause 6.11. General items will not be adjusted should there be a decrease or increase of scope.

7.8.2 **Cost of making good of defects**
Amend Clause 7.8.2.1 as follows:

In the first line, correct the spelling of ‘therefore’.

8.3.1 **Excepted risks**
Amend Clause 8.3.1.11 as follows:

In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.

8.4.1.1 Add to the end of Clause 8.4.1.1 the following text:

“hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993), ”

C1.2.1.2 Additions to General Conditions of Contract

Add the following Table:

1.1	Definitions
1.1.1.34	“Client”, as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer.
1.1.1.35	“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
C1.2.1.2.1	Penalties In addition to GCC 2015 clause 5.13, during the Contract Period should the Contractor: a) Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.
C1.1.1.2.2	Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer or their authorized representatives in connection with the performance of his services under this Contract.
C1.2.1.2.3	Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.
C1.2.1.2.4	Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the

	knowledge of the Contractor in relation to this or any other Contract with the Employer.
C1.2.1.2.5	<p>Confidential nature of documents</p> <p>All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.</p>
C1.2.1.2.6	<p>Returns of labour, plant, equipment and material</p> <p>The Contractor shall provide a return in detail in the form and at such intervals as the Employer or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer or his duly authorized representative may require.</p>
C1.2.1.2.7	<p>Date falling on public holiday or weekend</p> <p>Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.</p>
C1.2.1.2.8	<p>Ambiguities and inconsistencies</p> <p>The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer shall give a binding instruction resolving the ambiguity or inconsistency.</p>
C1.2.1.2.9	<p>False claims by the Contractor</p> <p>Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated.</p> <p>Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.</p> <p>The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.</p>

C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC Clause	Information
Clause 1.1.1.9	The name of the Contractor is
Clause 1.2.1.2	The address of the Contractor is: Physical Postal Tel: Fax: Email:

PART 2: PRICING DATA

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C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.

It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.

Reasonable compensation will be received where no pay item appears in the Pricing Schedule in respect of work required in terms of the Contract and which is not covered in any other pay item.

The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work

The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number

For the purpose of this Bill of Quantities, where applicable, the following words shall have the

m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum : An agreed amount for an item, the extent of which is described in the Bills Quantities of but the quantity of work of which is not measured in any units.

Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition)

C2.1.2 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exists.

C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall: clearly state this in his qualifications; and still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.3 Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.4 Contract Price Adjustment

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

No price adjustment over the first 12-month period of the Contract.
On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the .

C2.1.2.5 Preliminary and General

Preliminary and General items shall be limited to a maximum of twenty five percent (20%) of the total Contract Value.

C2.1.2.6 Contractor Appointment

Contractors will only be appointed for value of work in their CIDB grading category only.

C2.1.2.7 Rates Negotiation

Rates will be negotiated with the short-listed Tenderers.

C2.2 BILL OF QUANTITIES

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENT AND PROVISIONS</u>				
B12.01	Provision for a Community Liason Officer:				
	(a) Community Liason Officer	Prov Sum	1	19 500,00	19 500,00
	(b) Contractors's handling costs, profits and all other charges in respect of subitem B12.01 (a)	%	19 500		
B12.02	Remuneration of Student Training:				
	(a) Student training	Prov Sum	1	15 000,00	15 000,00
	(b) Contractors's handling costs, profits and all other charges in respect of subitem B12.02 (a)	%	15 000		
B12.03	Community Participation				
	(a) Costs of community participation and PLC support	Prov Sum	1	5 000,00	5 000,00
	(b) Contractors's handling costs, profits and all other charges in respect of subitem B12.03 (a)	%	5 000		
B12.04	Excavation				
	Excavating material within the following depth ranges below ground level for exposing of/or searching for services				
	(a) 0-2m				
	(i) Soft material	m ³	26,00		
	(ii) Hard material	m ³	6,00		
B12.05	Backfilling				
	(a) Using the excavated material	m ³	20,80		
	(b) Using imported selected fill	m ³	4,80		
B12.06	Protection,removal, realignment and replacement of services as ordered by the Employer				
	(a) Utility services				
	(i) The removal, protection and replacement of services.	Prov Sum	1	60 000,00	60 000,00
	(ii) Handling cost and profit in respect of item B12.07(l)	%	60 000		
1200	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>1300</p> <p><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></p> <p>(NB- Project implemented as a multi-year project, and Contractors rates should accommodate the re-establishment and de-establishment</p> <p>B13.01 Contractor's general obligations</p> <p>(a Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>NOTE: The combined total tendered for subitems (a), (b) and (c) should not exceed 15% of the tender sum (excluding the contingent sum, CPA and VAT). Refer to form H ' CONTRACTOR'S ESTABLISHMENT ON SITE)</p>					
<p>1300</p>	<p>TOTAL CARRIED FORWARD TO SUMMARY</p>			<p>R</p>	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1500

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15,01	Accommodation of traffic and maintaining temporary deviation	km	1,5		
B15.03	Temporary traffic control facilities				
	(a) Flag persons	man-day	480		
	(b) Portable STOP and GO-RY signs	No.	4		
	(e) Road signs, R- and TR- series;(1200mm dia.)	No.	10		
	(f) Road signs, TW- series, 1500 mm	No.	5		
	(g) Road signs, STW-, DTG-, TGS- and TG-series excluding delineators and barricades				
	(i) 1600mm x 1200mm	m ²	8		
	(ii) 2400mm x 1800mm	m ²	10		
	(h) Delineators DTG50J, size 800 mm x 200 mm:				
	(i) Single 3	No.	40		
	(ii) Mounted back to back	No.	30		
	(i) Movable barricade/road sign combination, size 1800 x 300 and 900 dia.	No.	2		
	(j) Traffic cones (750mm high)	No.	30		
	(m) Two-way communication devices	No.	2		
	(n) Provision of high visibility safety jackets and safety hats	No	4		
B15.04	Relocation of traffic-control facility	L/Sum	1		
1500	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	OVERHAUL				
16,01	Overhaul of material hauled in excess of a free-haul distance of 0,5km.	m ³ -km	500,0		
1600	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(a) Normal Areas				
	(i) Within the road reserve	ha	0,2		
	(b) Existing fill embankments with slopes steeper than 1:4	ha	Rate only		Rate only
17,02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	No	2		
	(b) Girth exceeding 2 m up to and including 3 m	No	1		
17,04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ³	60		
17,05	Clearing out of hydraulic structures (Mechanical Vaccum):				
	(a) Pipes and Armco with an internal diameter up to and including 750 mm internal dia	m ³	20		
	(b) Pipes and Armco with an internal diameter greater than 750 mm internal dia	m ³	9		
	(c) Box culverts up to and including 600mm internal vertical dimension	m ³	32		
	(b) Box culverts exceeding 600mm internal vertical dimension	m ³	17		
17,06	Site Establishment & Destablishment of the Mechanical Vaccum Equipment.	sum	1		
1700	TOTAL CARRIED FORWARD TO SUMMARY				R

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1800

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled labour	hr	Rate Only		Rate Only
	(ii) Semi-skilled labour	hr	Rate Only		Rate Only
	(iii) Skilled labour	hr	Rate Only		Rate Only
B18.02	Foreman	hr	Rate Only		Rate Only
B18.03	Plant				
	(a) Tipper trucks				
	(i) 3 - 5 ton	hr	Rate Only		Rate Only
	(ii) 5,1 - 10 ton	hr	Rate Only		Rate Only
B18.04	Loader (0,5m3 bucket)	hr	Rate Only		Rate Only
B18.05	Grader (CAT 14G or similar)	hr	Rate Only		Rate Only
B18.06	LDV	hr	Rate Only		Rate Only
B18.07	Compaction Rollers:				
	(i) Vibrator roller (as per 33.04 (b)(i) 3	hr	Rate Only		Rate Only
	(ii) Tamping roller	hr	Rate Only		Rate Only
	(iii) Grid roller	hr	Rate Only		Rate Only
B18.08	Hand controlled compactors:				
	(i) Pedestrian roller (Bomag BW90)	hr	Rate Only		Rate Only
	(ii) Vibratory plate	hr	Rate Only		Rate Only
	(iii) Rammers	hr	Rate Only		Rate Only
B18.09	Water truck (min 10000l)	hr	Rate Only		Rate Only
B18.10	Dozer (D7 or similar)	hr	Rate Only		Rate Only
1800	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 2300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS</u>				
23.01	Concrete kerbing:				
	(a) Prefabricated mountable kerb, SABS 927 fig 8C (Class 25/19 concrete):	m	500		
	(b) Cast insitu concrete beam				
	(i) Edgebeam 200 x 300 deep	m	50		
23.02	Concrete kerbing-channeling combination:				
	(b) Prefabricated concrete kerb SABS 927 fig. 8C with in-situ apron 25/19 as follows:				
	(i) Apron 300 wide sloping and 150mm thick	m	50		
23.03	Concrete chutes:				
	(a) Prefabricated concrete chutes	m	30		
23.05	Inlet, outlet, transition and similar structures				
	(a) Open chutes (Class 25/19 concrete):				
	(i) Chute inlets	No.	4		
	(ii) Chute outlets	No.	4		
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	75		
	(b) In hard material	m ²	15		
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining (Class 25/19 concrete):				
	(i) Side drains, with mesh ref 193	m ³	75		
	(b) Class U2 surface finish to cast in situ concrete:				
	(i) Side drains	m ²	500		
2300	TOTAL CARRIED FORWARD			R	

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward					R
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)				
	(c) To ends of slabs and top	m ²	90		
23.10	Sealed joints in concrete linings of open drains				
	(a) 10mm Flexcell every 2m	m	250		
23.13	Polyethylene sheeting (0.15 mm thick) for concrete lined open drains	m ²	37,5		
PSA	Demolish and Remove broken Kerbs as indicated by the Engineer (Unreinforced) inclusive of disposal	m	500		
22.12	Removing existing concrete:				
	(a) Plain Concrete	m ³	75		
	(b) Reinforced Concrete	m ³	6		
2300	TOTAL CARRIED FORWARD TO SUMMARY				R

CONTRACT No. GTM/SCM/03/2021

REHABILITATION OF STREETS IN TZANEEN (BOUNDARY AND BILL MARITZ)

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3500

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilization extra over unstabilized compacted layer				
	(a) 150mm Base	m ³	263		
35.02	Chemical stabilizing agent:				
	(a) Ordinary portland cement CEM 42.5	t	33		
35.04	Provision and application of water for curing	kl	30		
3900	TOTAL CARRIED FORWARD			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3600

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3600	<u>CRUSH-STONE BASE</u>				
36,01	Crushed-stone base: (e) Constructed from type G3 natural material obtained from commercial sources (37,5mm nominal maximum size) and compacted to: (i) 98% of modified AASHTO density (150mm Layer thickness)	m ³	105,0		
36,05	In situ reconstructed uncemented crushed-stone base: c) G3 material, compacted to 98% of modified AASHTO density (150mm Layer thickness)	m ³	263		
36,06	Extra over item 36,05 for temporarily blading the material to windrow	m ³	210		
36,07	Crusher fines or sand for improving the grading of recovered crushed stone: (b) Material from commercial sources	m ³	26		
36,08	Extra over item 36,05 for using added crushed-stone material: (b) Material from commercial sources (i) G3 material	m ³	26		
36,10	Extra over payment for placing and compacting or for in situ reconstruction of crushed-stone base in restricted areas: (b) Extra over item 36,05 for in situ reconstructing uncemented crushed-stone base	m ³	75		
3600	TOTAL CARRIED FORWARD TO SUMMARY			R	

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3800	<u>BREAKING UP EXISITING PAVEMENT LAYERS</u>				
38.01	Excavating and removing existing bitumous materials				
	a) Material intended for recycling with the average depth of excvation				
	ii) Exceeding 30mm but not exceeding 60mm	m ²	2 170		
38,04	Excavating and spoiling material from an exisiting pavement and/or the underlying fill				
	a) Non-cemented materials	m ³	326		
3800	TOTAL CARRIED FORWARD			R	

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3900	<u>PATCHING AND REPAIRING EDGE BREAKS</u>				
B39.02	Excavating in existing pavements for patching in:				
	(c) Bituminous surfacing (30mm -60mm)	m ³	100		
	(d) Gravel pavement layers	m ³	203		
39.03	Backfilling of excavation for patching with:				
	(a) Chemically stabilized pavement material (G5 material with 2.5% cement stabilizing agent) for patching a patch with a surface area:				
	(i) Not exceeding 5 m ²	m ³	81		
	(ii) Exceeding 5 m ² but not exceeding 100 m ²	m ³	122		
	(iii) Exceeding 100 m ²	m ³	Rate Only		Rate Only
	(c) Asphalt surfacing material (continuously graded course grade, 30 mm thick) for patching a patch with a surface area:				
	(i) Not exceeding 5 m ²	m ²	850		
	(ii) Exceeding 5 m ² but not exceeding 100 m ²	m ²	650		
	(iii) Exceeding 100 m ²	m ²	Rate Only		Rate Only
39.04	Compacting the floor of excavation for patching	m ²	1 500		
39.05	Cutting back of the edges of the existing surfacing for the repairing of edge breaks	m	200		
3900	TOTAL CARRIED FORWARD			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4100

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>4100</p> <p><u>PRIME COAT</u></p> <p>41,01 Prime coat:</p> <p>(c) MC-30 cut-back bitumen</p>			3 120		
4100	TOTAL CARRIED FORWARD TO SUMMARY				R

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<u>ASPHALT BASE AND SURFACING</u>				
42.02	Asphalt surfacing (20mm - 40mm thick, 60/70 penetration grade bitumen)				
	(a) - (i) 20mm Continuously graded medium grade asphalt	m ²	8 400		
	(ii) 30mm Continuously graded medium grade asphalt	m ²	1 750		
42.04	Tack coat 30% stable grade emulsion	l	8 628		
42.05	Binder variations	t	0,8		
42.11	<u>Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of subsubclauses 4213(f)(ii) or 4213(f)(iii):</u>				
	(a) Base constructed with new asphalt (25mm medium grade)				
	(i) Continuously graded	t	Rate Only		Rate Only
	(ii) Semi-gap-graded	t	Rate Only		Rate Only
	(b) Surfacing or overlay constructed with new asphalt 25mm thick, 60/70 penetration grade bitumen):				
	3 (i) Continuously graded	t	Rate Only		Rate Only
	(ii) Semi-gap-graded	t	Rate Only		Rate Only
	(c) Base constructed with recycled asphalt	t	Rate Only		Rate Only
	(d) Surfacing or overlay constructed with recycled asphalt	t	Rate Only		Rate Only
42.12	Extra over items 42.01, 42.02, 42.10 and 42.11 for placing small quantities of asphalt of less than 10 tons specially produced as specified in subclause 4206(d)	t	Rate Only		Rate Only
42.13	Placing and compacting asphalt in restricted areas:				
	(a) Extra over items 42.02	m ²	30		
42.14	Extra over item 42.04 for applying tack coat in restricted areas:	l	36		
4200	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5600

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek 1,6mm thick or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	8		
56.02	Extra over B56.01 for using:				
	(a) Background of retro-reflective material:				
	(iii) Class I	m ²	8		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(ii) Class III	m ²	9		
56.03	Road sign supports (overhead road sign structures excluded)				
	(a) Steel tubing (wall thickness 3mm)				
	(i) 75mm	t	0,5		
	(b) Timber 150m 3	m	Rate Only		Rate Only
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	Rate Only		Rate Only
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	12		
56.07	Extra over item 56.05 for rock excavation	m ³	4		
56.08	Dismantling, storing and re-erecting road sign with a surface area of:				
	(a) Up to 2m ²	No	4		
B56.10	Hazard plates (150mm x 600mm)				
	(a) Type A at stormwater culverts	No	6		
5600	TOTAL CARRIED TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5700

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	<u>ROAD MARKINGS</u>				
57,01	Road marking paint:				
	(g) Kerb marking (any colour)	m ²	24,00		
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	1,5		
	(ii) 300 mm wide	km	2,5		Rate Only
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	3		
	(d) White lettering and symbols	m ²	113		
	(f) Transverse lines, painted islands and arrestor bed marking (any colour)	m ²	49		
57,04	Variations in rate of application:				
	(a) White paint	litre	Rate Only		Rate Only
	(b) Yellow paint	litre	Rate Only		Rate Only
	(d) Retro-reflective beads	kg	Rate Only		Rate Only
57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	4,00		
57,10	Referencing of road marking				
	(a) Lane marking	km	2,00		
	(b) Traffic islands	m ²	30,00		
5700	TOTAL CARRIED FORWARD TO SUMMARY			R	

CONTRACT No. GTM/SCM/03/2021

REHABILITATION OF STREETS IN TZANEEN (BOUNDARY AND BILL MARITZ)

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5900

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single-carriageway road	km	1,50		
5900	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 7300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING FOR ROADS				
73.01	Construction of concrete block paving (Grey 40mm SA-type paving block)	m ²	1100		
73.02	Cast in situ concrete edge and intermediate beam (150mm x 200mm 25mpa)	m ²	30,00		
7300	TOTAL CARRIED FORWARD TO SUMMARY			R	

SCHEDULE A: ROAD CONSTRUCTION

SECTION 8100

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
B81.04	Additional tests required by the Employer				
	(a) Prime Cost sum for additional tests required by the Employer	PC Sum	1,00	50000,00	R 50 000,00
	(b) Contractor's handling costs, profit and all the other charges in respect of sub-item B81.02 (a)	%	R 50 000,00		
8100	TOTAL CARRIED FORWARD TO SUMMARY			R	

GREATER TZANEEN MUNICIPALITY

CONTRACT No. GTM/SCM/03/2021

FOR

REHABILITATION OF STREETS IN TZANEEN (BOUNDARY AND BILL MARITZ)

ITEM	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL	R
1500	ACCOMMODATION OF TRAFFIC	R
1600	OVERHAUL	R
1700	CLEARING AND GRUBBING	R
1800	DAYWORKS	R
2300	CONCRETE KERBING, CONCRETE, CHANNELING, OPEN CHUTES	R
3500	STABILIZATION	R
3600	CRUSH-STONE BASE	R
3800	BREAKING UP EXISTING PAVEMENT LAYERS	R
3900	PATCHING AND REPAIRING EDGE BREAK	R
4100	PRIME COAT	R
4200	ASPHALT BASE AND SURFACING	R
5600	ROAD SIGNS	R
5700	ROAD MARKINGS	R
5900	FINISHING THE ROAD AND ROAD RESERVE	R
7300	CONCRETE BLOCK PAVING FOR ROADS	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
SUMMARY OF SCHEDULE A: ROAD CONSTRUCTION		
ADD 10% FOR CONTINGENCIES		R
SUB TOTAL		R
ADD : 15% VAT		R
TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE		R

PART C3 SCOPE OF WORKS

	DESCRIPTION
C3.1	DESCRIPTION OF THE WORKS
C3.1.1	Employer's Objectives
C3.1.2	Overview of the Works
C3.1.3	Extent of the Works
C3.1.4	Temporary Works
C3.1.4	Construction Program and Method
C3.1.5	Location of the Works
C3.1.6	Accommodation of Traffic
C3.2	ENGINEERING
C3.2.1	Design
C3.2.2	Employer's Design
C3.2.3	Contractor's Design
C3.2.4	Drawings
C3.2.5	Design Procedure
C3.3	PROCUREMENT
C3.3.1	Preferential Procurement
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C3.4	CONSTRUCTION
C3.4.1	Work Specification
C3.4.2	Site Establishment
C3.4.3	Plant and Materials
C3.4.4	Construction Equipment
C3.4.5	Existing Services
	Specification and Particular Specifications
C3.5	MANAGEMENT
C3.5.1	Management of the Works
C3.6	HEALTH AND SAFETY
C3.6.1	Health and Safety Requirements
C3.6.2	Protection of the Public
C3.6.3	Barricades and Lighting
C3.6.4	Vehicle and People Traffic Control
C3.6.5	Measures Against Disease and Epidemics
C3.6.6	Aids Awareness

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standard Specifications, the Bill of Quantities or the Drawings, the Project Specification shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

The Employer's objectives is to refurbish the existing road to asphalt surfacing and improve the existing stormwater infrastructure.

The project must provide employment opportunities to the many unemployed people in the communities.

C3.1.2 Overview of the Works

The scope of work entails the rehabilitation of the existing road to asphalt surfacing with a reinstatement on paved pedestrian walkway, reconstruction of drainage structures and improvement on the geometric design for proper drainage system.

C3.1.3 Extent of the Works.

The scope of works for the project includes the following:

- Establishment of the Contractor's camp and plant on site and the removal of all site establishment on the completion of the Contract.
- Traffic accommodation for the duration of the works.
- Base correction and reconstruction
- Patchwork.
- Construction of sidewalks.
- Rehabilitation and upgrading of drainage structures.
- Replacement of broken kerbs
- Construction of asphalted surfacing from commercial source.
- Completion of ancillary works: Road marking, Road signs; and
- Any other repair works as per GTM instruction.

C3.1.4 Temporary works

The following items shall generally form the majority of temporary works required under this Contract, however shall not be limited to such, and might be expanded or changed by the Employer should circumstances on site validate such decisions. These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc as required;
- Setting out of the works by the contractor;
- Monitor and report levels as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc
- Manage all required quality control procedures as specified and as instructed by Employer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Employer, and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme
- The temporary works include the construction and maintenance of temporary access roads along the road upgrade sections
- The protection of excavations by means of shoring as per COLTO will be a requirement. All dewatering of trenches is considered temporary works for which the Contractor must make sufficient allowance in his site establishment and excavations rates.

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. All works are envisaged to be constructed by labour-based techniques wherever practicable,

C3.1.5 Construction Program and Method

Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data. If it states in the information provided by the client that the contractor is to assist in surveying and locating existing structures and services for a certain duration of time from the Commencement Date, the contractor must provide a Programme which indicated the start of the construction period after the indicated time period.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the

financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

- the Contractor must indicate in his tender the proposed contract period;
- plant and personnel requirements to complete the project must be incorporated in the Tender and shown on the programme;
- a high standard of traffic accommodation must be adhered to at all times;
- the relocation of services;

Programme in terms of Clause 5.6 of the General Conditions of Contract

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

The following must be stated on the programme:

- The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- A budget of the value of completed work, month by month, for the full contract period.
- The critical path.
- Works to be undertaken by Local Contractor (if applicable).
- Works to be undertaken by Sub-Contractors.
- Schedule of plant and resources to be utilised.

The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2015.

C3.1.6 Location of the Works

Boundary and Bill Maritz streets are both situated at the Tzaneen CBD. The start and end co-ordinates for the streets are as follows;

Boundary	Billy Maritz
Start: 23° 49' 56" S 30°09'12" E	Start: 23° 50' 23" S 30°09'41" E
End: 23° 49' 30" S 30°09'26" E	End: 23° 50' 19" S 30°09'39" E

C3.1.7 Accommodation of Traffic

Temporary traffic control signs and devices employed daily in the accommodation of traffic along the route shall be erected on and removed from the site of the works on a daily basis as required and no such signs or devices shall be permitted to remain in place overnight, unless otherwise instructed by the Employer.

At least one lane per direction shall be open to traffic at all times. The contractor shall ensure that all aspects of traffic accommodation are shown in the Construction Programme and shall also submit Method Statements and Plans as to proposed long and short term traffic accommodation.

C3.2 ENGINEERING

C3.2.1 Design

The Employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated.

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The Contractor shall supply all details necessary to assist the Employer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

The design of the Works was done by the Employer.

C3.2.3 Contractor's Design

Not applicable

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

C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer. The Employer will, at the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information; shall be supplied to the Employer Representative on a regular basis.

All information in possession of the Contractor, required by the Employer and/or the Employer Representative to complete the as-built/record drawings, must be submitted to the Employer Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works will be issued to Contractor. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Design Procedure

Not applicable.

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement

C3.3.1.1 Requirements

Preferential procurement requirements apply as set out in the Preference Schedules of the Greater Tzaneen Local Municipality and in accordance with the resource standard pertaining to targeted procurement.

C3.3.1.2 Resource standard pertaining to targeted procurement

The edition of the document pertaining to the Municipality Supply Chain and Procurement Management, current at the time of close of tender shall apply.

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

Unless specified elsewhere, the total value of subcontract works shall not exceed 30% of the contract value

C3.3.2.2 Preferred subcontractor's/suppliers

Subject to approval by the Employer prior to the appointment of the subcontractor

C3.3.2.3 Sub-contracting procedures

Subject to approval by the Employer prior to the appointment of the subcontractor

C3.3.2.4 Attendance on subcontractors

Subject to approval by the Employer prior to the appointment of the Contractor

C3.3.2.4 Labour Workforce

On this Contract, it is the intention that work is provided for Targeted Labour, namely Local Labourers of the local communities during the excavation of the Works. Labourers and workers of the local communities required by the Contractor shall be targeted, recruited and appointed for work.

C3.3.2.4 Labour Workforce

Where practical and economically feasible, construction work should be undertaken using labour-intensive methods. The Contractor shall employ labourers, artisans and sub-contractors for the execution and completion of this work.

Some of the activities, which may be considered as being suitable to be undertaken by labour-intensive methods, include the following:

- excavations
- patchwork
- Concrete mixing

- Steel fixing
- Installation of kerbs
- Loading of material into trucks
- Loading and spreading of materials
- Grass cutting
- Physical eradication of undesirable vegetation
- Removal of existing paving
- Removing and relaying of paving blocks
- Brickwork
- Road Painting

The Contractor and his subcontractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour-intensive aspects of this Contract. The Employer shall require copies of the contracts with the Employees or Subcontractor's Employees.

C3.4 CONSTRUCTION

C3.4.1 Work Specification

C3.4.1.1 Applicable Standardized Specification

The standard specifications on which this contract is based are COLTO.

SECTION 1200	: General
SECTION 1300	: Contractor's Establishment on Site and General Obligations
SECTION 1500	: Accommodation of Traffic
SECTION 1600	: Overhaul
SECTION 1700	: Clearing and Grubbing
SECTION 1800	: Dayworks
SECTION 2100	: Drains
SECTION 2200	: Prefabricated Culverts
SECTION 2300	: Concrete Kerbing, Concrete Channelling, Chutes and Downpipes
SECTION 3300	: Mass Earthworks
SECTION 3400	: Pavement Layers of Gravel Material
SECTION 3500	: Crushed Stone Base
SECTION 4100	: Prime Coat
SECTION 4200	: Asphalt Base and Surfacing
SECTION 5100	: Pitching, Stonework and Protection against Erosion
SECTION 5200	: Gabions
SECTION 5400	: Guardrails
SECTION 5600	: Road Signs
SECTION 5700	: Road Marking
SECTION 5800	: Landscaping and Planting Plants
SECTION 5900	: Finishing the Road and Road Reserve and Treating Old Roads
SECTION 6200	: Falsework, Formwork and Concrete Finish
SECTION 6300	: Steel Reinforcement for Structures
SECTION 6400	: Concrete for Structures
SECTION 8100	; Testing Material and Workmanship

Notes to tenderer:

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

Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State

Road Authorities,” issued by COLTO (clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the “General conditions of contract for construction works 3^d edition 2015” and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

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

As at 1 January 2015 no amendments have been issued.

(Note: “SABS” has been changed to “SANS”) The following SANS specifications are also referred to in this document and the Contractor is advised to obtain from Standards South Africa (a division of SABS) in Pretoria:

- SANS 1921 – 1 (2004) : Construction and Management Requirements for Works Contracts Part *General Engineering and Construction Works* and where accommodation of traffic is involved.
- SANS 1921 – 2 (2004) : Construction and Management Requirements for Works Contracts Part *Accommodation of Traffic on Public Roads Occupied by the Contractor*
- SANS 1921 – 5 (2004) : Construction and Management Requirements for work contracts – Part 5: Earthworks

Copies of the above listed SANS specifications are not bound into this document but may be purchased by Tenderers at their own cost from :-

SA Bureau of Standards
Private Bag X191
PRETORIA
0001

For all Building Works, the latest edition (1999) of the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors shall apply. This Standardised Specification is not bound into this Document but may be purchased by Tenderers from the Master Builders Association, Natal Building Centre, 40 Essex Terrace, Westville (031 - 26670706).

In the event of any discrepancy between the "Model Preambles for Trades" and the COLTO Standardised Specifications or Project Specifications, the COLTO Standardised and Project Specifications shall take precedence.

The term “project specification” must be replaced by “scope of works” wherever it appears in these standardized specifications.

C3.4.1.2 National and International Standards

All national and international standards referred to in the above listed specifications apply, including those referred to in any amendments under subclause C3.4.1.4 below.

C3.4.1.3 Particular Specifications

Particular Specifications for the works not covered by the COLTO Standardized Specifications have been specified –

PC: Provision of Workers,

PD: Task Work

PE: Management of the Works.

C3.4.1.3 Variations and Additions to the Standardized Specifications

Variations and additions to the standardized Specifications listed in C3.4.1.1 and the Particular Specifications listed in C3.4.1.3 are given in section C3.4.6.

C3.4.2 Site Establishment

C3.4.2.1 Services and facilities provided by the Employer

Water sources

Reticulated potable water supply is available on Site from the responsible water supply authority in the area.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Employer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

Electricity supply

Reticulated electrical power supply is available on Site from the responsible electricity supply authority in the area.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Employer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

Area for contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Client to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Employer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract.

The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Employer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.4.2.2 Facilities provided by the Contractor

Facilities for the Employer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

Office accommodation

The Employer and his Representative shall be allowed free use of all the Contractor's site facilities.

Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of eight (8) persons at site meetings. The Employer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

Contract name boards

The Contractor shall provide, erect and maintain one (1) contract name board at such positions and locations directed by the Employer, which name board, shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the Civil Employers South Africa (CESA) with regard to size, painting, decorating and detail, and the requirements described hereunder.

Refer to PS AB 5.1.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on completion of the Contract.

Site instruction book and Site diary

The Contractor shall keep a triplicate book for site instructions by the Employer/Employer on the Site at all times and provide a Site diary for daily completion by the Contractor and the CLO.

Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Employer and the responsible health authorities in the area of the Site.

The Contractor shall provide at his cost a sufficient number of chemical toilets for all his staff including the Employer and his staff. These shall be provided on the following basis:

- One for the Contractor's supervisory staff
- One per 20 labourers of the Contractor's staff

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Site usage

The Contractor's employees will not be allowed to stay on site except for the duration of a working day. The only person to be allowed on site for the duration of a calendar day will be the site guard(s).

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis. Visitors shall undergo induction training in terms of the OHS requirements.

C3.4.2.4 Permits and Wayleaves

The Employer shall be responsible to obtain all the wayleave required for this Contract.

C3.4.2.4 Features Requiring Special Attention

Employment of Local Labour

It is a requirement that the contractor should make maximum use of local labour whenever non-specialised labour is needed. In this regard the Contractor must liaise with the Project Steering Committee. The employment of employees from outside this area shall be limited to key personnel only. Local labour shall be trained in the various skills required by this contract.

The Tenderer shall complete "Key Personnel" in this document, stating the number of Key Personnel to be employed on this contract. The numbers so stated shall be strictly controlled and any increases shall be motivated and shall be subject to the approval of the Employer.

Construction Programme

As soon as practicable after the Letter of Acceptance, prior to commencement of construction work but in any event within a period of fourteen (14) days after he has been given the order to commence the Works, the Contractor shall submit his programme, to the Employer for approval, as required in terms of Clause 5.6 of the General Conditions of Contract. The programme shall be in the form of a bar chart showing the critical path. In addition, the Contractor shall provide a schedule of the forecast value of completed work, month by month.

If the programme is to be revised by reason of the Contractor falling behind he shall produce a revised version showing the modifications to the original programme necessary to ensure completion of the Works or any part thereof within the time for completion as defined, or any extended time granted, as well as a revised schedule of the forecast value of completed work, month by month.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer to take steps as provided for in the Conditions of Contract.

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

The construction site is situated adjacent to a public access road; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Employer outside the site boundaries.

Sufficient photos of existing structures, walls, and areas that have to be crossed must be taken by the Contractor and handed over to the Employer before operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do all excavation in soft material. Local labourers must also do the handling, laying, and backfilling of pipes. The contractor is responsible to liaise with the Labour Desk for labourers.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be

measured elsewhere in this contract. The contract has to be completed within the period as stated in the Appendix to Tender.

Site Maintenance

During progress of the work and upon completion thereof, the Site of the work and upon completion thereof. The site of the works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

Testing and quality control

No testing laboratory is required for use by the Employer but all quality control testing shall be carried out by the Contractor at his own cost.

The Contractor shall arrange for process control testing to be undertaken by a laboratory to be approved by the Employer.

A provisional sum will be allowed for in the schedules to allow for the use of an independent laboratory to effect check tests as detailed by the Employer.

Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the specifications pertaining to testing and quality control, the contractor shall engage the services of approved independent laboratory to undertake all the testing materials, The results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer in deciding whether the quality of the materials utilised and workmanship achieved by the contractor comply with the requirements of the specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer or by the Contractor.

The contractor shall be responsible of arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the contract, at not less than the frequencies and the manner specified. The Contractor shall promptly provide the Employer with the copies of the results of all such testing carried out by the independent laboratory

For the purpose of this clause, an "independent laboratory " shall mean an approved laboratory which is not under the management or control of the contractor and in which the contractor has no financial interest, nor which has any control or financial interest in the contractor.

Additional testing required by the Employer

In addition to the provisions of subclause C3.4.2.4(e)(i): Contractor to engage services of an independent laboratory, the Employer shall be entitled at times during the Contract to require that the Contractor arrange with the Independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.4(e)(i), at such times and at such locations in the works as the Employer shall prescribe, The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer, and copies of the test results shall be promptly submitted to the Employer.

Cost of testing

The cost of the testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.4, above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill Of Quantities and which require testing in the terms of the specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.4.

Additional test required by the Employer

The cost of any additional tests required by the Employer in the terms of subclause C3.4.2.4: Additional tests required by the Employer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allows therefore in the Bill of Quantity, provided always that the costs of any such additional tests ordered by the Employer, the results of which indicate that the quality of the materials utilised and/or the standard of workshop achieved are/is not in accordance with the specifications shall not be reimbursable to the Contractor.

Subcontractor

All matters pertaining to subcontractor (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the works for which the contractor is responsible.

The Employer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontractors and the Employer will not become involved.

Access to properties

The Contractor shall organize the work to cause the least possible inconvenience to the public and the property owners adjacent to or affected by the work, and expect as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

Existing residential area

Water supply interruptions to existing residential area shall kept to a minimum. The Employer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance

Construction in restricted area

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on Contractor's plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimension irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the contractor while working in restricted area. No extra payment nor any claim for payment due to these difficulties will be considered.

Notice, signs, barricade and advertisements

All notice, signs, barricade and advertisements, may be used only if approved by the Employer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for his in his tendered rates.

The Employer shall have the right instruct the Contractor to move any sign, notice advertisement to another position, or remove if from the site of the work if in his option it is unsatisfactory, inconvenient or dangerous.

Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of the details to the requirements of the Specifications of the Drawings rests with the Contractor, and the Contractor shall, at his own expenses, institute a quality control system and provide suitably qualified and experienced Employers, foremen, surveyors, materials technicians, other technicians and technical staff, together with the all transport, instruments and equipment to ensure adequate supervision and positive control of the work at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rate tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer for examination and measurement and level to demonstrate the achievement of compliance with the Specifications.

Interpretation of Documents

Should it occur that any part of the Documents is not clear to the Contractor, or that the materials or articles to be used in the execution of the works is insufficiently described, the Contractor shall request the Employer in writing, to clarify the specific requirements, also in writing. Should the Contractor fail to make such a request, the Contractor shall be liable for any alterations or substitutions rendered necessary through his incorrect interpretations of such documents, at his own expense.

Details Required by Contractor

At the commencement of the Works, the Contractor shall advise the Employer in writing of any details he requires for the accurate interpretation of the drawings. If, during the course of the contract, the Contractor requires further details, the Contractor shall apply for these in writing, two weeks prior to the commencement of the relevant portion of the work. Failing to do so, the Contractor will not be granted extension of time through lack of details.

Survey Beacons

All known survey beacons will be shown to the Contractor on site at the handover meeting, and noted. Those beacons which relate solely to the construction work shall be established and referenced by the Contractor before commencing earthworks. If any reference beacons are lost as a result of construction work, they shall be replaced by a competent Employing surveyor. If any corner boundary beacons are destroyed as a result of the Contractor's operations, they shall be replaced by a registered land surveyor at the Contractor's expense.

Safety of Trenches

All trench excavations shall be protected with clear warning tape and white painted 100 liter drums or similar.

Alignment of Services

The Contractor shall allow 2 days for the Employer to correlate the alignment of the particular services, after he has received all the relevant data as stipulated in PSA5.3, before commencing with the works. This shall be taken into account in his construction programme.

Restriction on Working Hours

None of the works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the approval of the Employer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works, in which case the Contractor shall immediately advise the Employer.

Occupation, Health and Safety Act

The Contractor will be required to comply with the provision of this Act insofar as they apply to construction work and no works shall commence until all the requirements of the Act has been met.

Temporary erosion protection

Temporary drainage controls are to be provided to prevent soil erosion before permanent controls are installed.

Preservation of Trees and Shrubs

Care must be exercised in preserving existing trees. One week's notice shall be given to the Employer if shrubs or trees have to be disturbed, in which case the Employer will instruct the Contractor what steps should be taken.

Dust Prevention

The creation of dust in the Contractor's working area shall be kept to a minimum.

The Contractor shall water, on a daily basis, the areas of the site which are creating dust or as ordered by the Employer. The Contractor shall take all measures necessary to prevent the creation of dust from any source under his control.

Setting Out

No setting out of the pipeline route was done. All proposed pipelines shall be as indicated on the relevant plans based on a co-ordinate list. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

Where proper execution of the Works requires the removal of beacons or pegs the Contractor shall give notice to this effect to the Employer allowing sufficient time for the listing and relocation, removal or reference marking of such beacons.

Blasting Restrictions

No blasting shall be carried out for the execution of the Works without the prior consent of the Employer. This consent will not be given where in the opinion of the Employer blasting may give rise to unnecessary risk of damage to surrounding property and other means of excavation are available to the Contractor. Where consent to blasting is given such consent shall in no way relieve the Contractor of any of his liabilities under the Contract.

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Employer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Employer may then ask for vibro-readings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom, Telkom or other servitudes or wayleaves unless the relevant authorities have been advised in writing three weeks prior to blasting. Where blasting is carried out the Contractor shall arrange for a representative of the relevant authority to be present prior to and during the blast.

The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

Permits

The Contractor shall be responsible for obtaining all necessary permits to transport materials to the area.

Facilities to Other Contractors

In addition to the requirements of the General Conditions of Contract, the Contractor must make allowance for the presence of other Contractors on Site, which may involve, *inter alia*, the adaptation of his programme to fit in with work to be done by the other Contractor, as well as assuring other Contractors access to the site. The Contractor will be advised at tender stage of any other Contractors who will be engaged on other Works during the course of the Contract.

Spoil Material

No indiscriminate spoiling of material or rubble will be allowed. All surplus or unsuitable material and rubble shall be spoiled, levelled and spread in designated areas as directed by the Employer.

Finishing and Tidying and Defects Liability Period

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area (s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other contractors and residents.

Security of Contractor's Site

The provision and sustaining of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the duration of the Contract will be considered other than as provided for in the General Conditions of Contract.

Overhaul

No overhaul shall apply to material from commercial sources, designated borrow pits or to material disposed of to sites provided by the Contractor or by other means employed by the Contractor.

All earthworks operations within the site shall be regarded as free haul.

Source of Material

All materials shall be sourced from commercial sources. The Contractor will be required, by selection if necessary, to ensure that the materials are suitable, for their various uses, in terms of the specification.

Contractor's Site Agent

Within 7 days of the award of Contract, the Contractor shall advise the Employer in writing of the name of the responsible person in charge of this Contract.

In amplification of the General Conditions of Contract :-

It shall be noted that the Contractor shall be required to strictly observe his obligations regarding adequate full-time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, positioning of foundation bolts, and / or bolt pockets, placing of concrete, etc. in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Employers staff must under no circumstances be expected to act in this capacity on his behalf.

Attendance at Site Meetings

The Contractor will be required to attend site meeting as and when these are required by the Employer. The objectives of such meetings will be to review progress and ensure compliance with the programme, discuss and where possible solve any problems that may arise, and generally to liaise with all parties concerned with the Works.

The cost of attending such meetings shall be deemed to be included in the rates. Instructions given by the Employer or agreement reached at such meetings and confirmed in the minutes shall be considered as a "written instruction by the Employer" as referred to in the General Conditions of Contract.

Site meetings will generally be held every monthly.

Liaison Officer

The Contractor shall employ a Liaison Officer for the full duration of the contract, the total cost of whom shall be deemed to be included in the rates tendered for fixed and time related P&G allowances.

Courtesy

In all dealing with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public, the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding. To assist the Contractor in his dealings with the public, use should be made by him of the Liaison Officer and the Employer's Representative on site. On occasions where the Contractor liaises directly with the public, the Liaison Officer and the Employer's Representative should be informed of the outcome to be able to maintain a coherent picture of developments in the area.

Drawings and Specifications to be Provided

As provided for in the General Conditions of Contract, the Contractor shall be entitled to receive free of charge, the following:-

Three (3) paper copies of each drawing, and
One (1) copies of the signed Contract Document

Any information in the possession of the Contractor which is necessary for the Employer's Representative to complete his "As Built" or "Record" drawings must be submitted to the Employer's Representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer. The Employer will supply any figured dimensions which may have been omitted from the drawings.

Locally based sub contractor

Tenderers are encouraged to utilize the services of locally based sub-contractors.

II) Setting Out of Roads and Stormwater Pipelines

The position of the roads and stormwater pipe routes shown on the Tender drawings shall be considered as indicative only. Final positions will be determined on site by the Employer in consultation with the Contractors and where required, with the municipality and home owners. Where connections are shown to existing services, trial excavations will be needed to locate them.

Supplementary Specifications, Drawings, Schedules of Items, Prices and Annexure

The Tenderer shall submit with his tender supplementary specifications giving full details of the performance and materials of construction of all plant and equipment offered together with all technical literature and catalogues necessary to fully describe such plant and equipment.

The Contractor shall only commence manufacture of fabrication of items of equipment after final approval of drawings and specifications by the Employer. Approval by the Employer does however in no way relieve the Contractor of his responsibility to supply plant and equipment strictly in accordance with the Project Specifications.

Labour Intensive Activities

The Contractor shall for the duration of the Contract recruit from the local Community the maximum feasible amount of temporary labour and to engage them in the execution of the Works. The Project Steering Committee (PSC) can be contacted to assist the contractor with obtaining local labour.

Project Steering Committee (PSC)

A project steering committee representing the municipality and affected home owners of the project area will be established.

The committee will be required to attend the site meetings.

Employment of Local Labour

The appendix "L" for Employment of Local Labour, must be filled at the tender stage.

The Contractor shall be obliged to submit to the Employer and the Project Steering Committee within 14 days of being awarded the contract a list of persons that have been recruited from the local communities and satisfactory proof that local labour so referred to and employed as such is indeed residing in the local Community.

Wage Rate

The minimum wage rate payable to the local labour shall not be less than that promulgated in accordance with the Labour Act or latest amendments thereto.

The Contractor shall indicate in his tender the hourly wage rate proposed and confirm that it has been accepted by the PSC.

Working hours shall be in accordance with Government Gazetted hours per day.

Construction Modus Operandi

Labour-based or labour-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available. In other words, projects based on labour-intensive principles aim at devoting the highest feasible proportion of projects costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

The remuneration to local labour for hourly-rated employees and/or daily-based work shall be in accordance with the terms and conditions of Proclamation R1841 of Government Gazette 16833 dated 24 November 1995 or its latest amendment.

The name, identification number, task performed, and hours worked per day for each labourer shall be recorded by the Contractor. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

Documentation

At the conclusion of the works, The Contractor shall provide three sets of documents comprising the following;

As-Built drawings
Occupational Health and Safety File
Operations Manual and data sheets for equipment installed by the contractor.
Manufactures' certificates

Any manufacturer's data which covers more than one type installed shall clearly be marked to show which data is applicable to the model installed.

Each set of documents shall be bound in clearly labelled ring binders. Drawings will be folded and placed in plastic wallets bound into the binder.

One copy shall be submitted to the Employer for approval prior to the issue of the final sets.

No additional payment will be made and the cost related thereto shall be deemed to be included in the tendered rates for the related items.

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Employer, at no cost.

The completion certificate shall only be issued after the Employer has received a properly completed set of "as-built" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

Setting Out of Works Within Private Properties

The Contractor, Municipal representation, Community Liaison Person and Employer's Representative shall liaise with the effective home owner concerning existing services, access to the property, disturbance and inconvenience to the homeowner.

C3.4.2.6 Extension of time due to abnormal rainfall

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:

= 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.

The rainfall records shall be determined from the nearest rainfall station number to the site. The monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Employer, 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, the Employer's

Agent shall be entitled to witness the reading of the gauge.

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

rainfall occurring within the period of the Contractor's Christmas shut-down period shall not be taken into account in the calculation of the monthly "V" values;

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, shall not be taken into account in the calculation of the monthly "V" values;

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

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.

The Employer 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.

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 5.12 of the Conditions of Contract.

C3.4.3 Plant and Materials

C3.4.3.1 Plant and Materials Supplied by the Employer

The employer shall not supply any plant or materials.

C3.4.3.2 Materials, Samples and Shop Drawings.

Samples

Materials or work which does not conform to the approved samples submitted in terms of the Conditions of Contract, will be rejected. The Employer reserves the right to submit samples for tests to ensure that the materials represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer, the results which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of the Conditions of Contract, be for the Contractor's account.

C3.4.4 Construction Equipment

C3.4.4.1 Requirements for equipment

Equipment must be such that the work can be executed in an efficient manner.

C3.4.4.2 Equipment provided by the employer

No equipment will be provided by the Employer.

C3.4.5 Existing Services

C3.4.5.1 Known services

All known services are indicated on the drawings. **The onus rests on the Contractor to locate the known services before any construction commences.**

C3.4.5.2 Treatment of existing services

Existing services shall be relocated or removed as indicated on the drawings only at the instruction of the Employer.

C3.4.5.3 Use of detection equipment for the location of underground services

The Contractor shall utilize whatever necessary equipment to locate underground services. No extra payment will be done for this.

C3.4.5.4 Damage to services

Damage that occurs to unknown services during construction will be paid by the Employer.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the time and cost of the Contractor.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Employer immediately when a service or structure is damaged. The extent of the damage and a proposal how to reinstate the service or structure shall be submitted to the Employer on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Employer. The Contractor shall render all reasonable assistance to the owner of the service or structure with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state.

C3.4.6 Variations and additions to COLTO Standardized Specifications and Particular Specifications

The following variations and additions to the COLTO Standardized Specifications referred to in subclause C3.4.1.1 and the Particular Specifications referred to in subclause C3.4.1.3, apply to this Contract. The prefix B indicates an amendment to COLTO or the Particular Specification. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in COLTO to which the variation or addition thereto applies.

Section 1 comprises the variations and additions to COLTO.

C3.4.6 PARTICULAR SPECIFICATIONS

The following sections comprise particular specifications and shall form part of the contract:

- PA : OHSA 1993 Health and Safety Specification**
- PB : Environmental Management Plan**
- PC : Provisions of Workers**
- PD : Task Work**
- PE : Management of the Works**
- PF : EPWP Tender Alignment Tool**

PA: **OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

PA.1 **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Work in close proximity to main roads and the need to adequately educate workers as to the dangers associated therewith and to take adequate steps to ensure their safety;
- Work in close proximity to main roads and the need to warn drivers as to the associated dangers of workmen, construction vehicles etc and to take adequate steps to erect the necessary signage and monitor driver activity etc;
- Steps are to be taken to warn local residents of the dangers of any open excavations especially in so far as children are concerned. The Employer will make the services of a facilitator available to the Contractor;
- All workmen are to be given proper training in the safe use of their tools, the tools used by others on the Contract and the dangers associated therewith;
- Dangers associated with the handling and lifting of heavy items; and
- The Contractor's plant shall be left in a safe and managed environment when not in use.
- Dangers associated with working close to water bodies and the need to have trained personnel and safety equipment around.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PA.2 **DEFINITIONS**

For the purpose of this contract the following shall apply:

Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.

"Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

“**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PA.3 TENDERS

The Contractor shall submit the following with his tender:

a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and

Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PA.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- Include excavation work
- Include working at a height where there is a risk of falling
- Include the demolition of a structure or
- Include the use of explosives to perform construction work

The notification must be done in the form of the pro forma as Annexure 2 of the Regulations.

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

PA.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PA.6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PA.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PA.7 APPOINTMENT OF SAFETY PERSONNEL

PA.7.1 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PA.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PA.7.3 Health and safety representatives

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

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

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PA.7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHS Act 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PA.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- Fall protection as described in Regulation 10;
- Structures as described in Regulation 11;
- Temporary structures as described in Regulation 12
- Excavation work as described in Regulation 13;
- Demolition work as described in Regulation 14;
- Scaffolding work as described in Regulation 16;
- Suspended platform operations as described in Regulation 17;
- Material hoists as described in Regulation 19;
- Batch plant operations as described in Regulation 20;
- Explosive powered tools as described in Regulation 21;
- Cranes as described in Regulation 22;
- Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23;
- Control of all temporary electrical installation on the construction site as described in Regulation 24
- Water environments as described in Regulation 26;
- Housekeeping and general safeguarding on construction sites as described in Regulation 27; and
- Stacking and storage on construction sites as described in Regulation 28
- Fire precautions as described in Regulation 29.
- Construction employees' facilities as described in Regulation 30

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PA.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- A copy of the OHS 1993 Construction Regulations 2003;
- A copy of this Health and Safety Specification;
- A copy of the Contractor's Health and Safety Plan (Regulation 7);
- A copy of the Notification of Construction Work (Regulation 4);
- ... A health and safety file in terms of Regulation 7(1) (b) with inputs by the Construction Safety Officer
- A copy of the risk assessment described in Regulation 9;
- A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- Drawings pertaining to the design of structures (Regulation 11 and formwork and support work structures (Regulation 12) must be kept on site;
- Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- A copy of the certificate of the system design for suspended platforms (Regulation 17(2));
- A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

PA.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

Contractor's position in relation to the Employer (Client) (Regulation 7)

In accordance with Section 7 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

... Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

Risk assessment (Regulation 9)

The Contractor shall have the risk assessment before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

Temporary work (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms is done in accordance with Regulation 17 of the Construction Regulations.

Rope Access (Regulation 18)

Where rope access is required on the construction site, the Contractor shall comply with Regulation 18.

Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of

Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

Use of temporary storage of flammable liquids on construction (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings *related to non-conformance to the Act and the Regulations.*

PA.10 MEASUREMENT AND PAYMENT

PA.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

Records and Registers

The keeping of health and safety-related records and registers is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PB : **ENVIRONMENTAL MANAGEMENT PLAN**

PB.1 **PLANS**

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer.

PB.2 **USE OF LAND**

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use in the Works or otherwise without the written consent of the Engineer.

PB.3 **VEGETATION CLEARANCE**

PB.3.1 **Woody vegetation**

PB.3.1 .1 Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Engineer, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface.

PB.3.1.2 No vegetative matter shall be burnt or removed for firewood.

PB.3.2 **Herbaceous vegetation**

During clearing of woody vegetation, no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

PB.4 **PROTECTION OF VEGETATION**

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

PB.4.1 **Vegetation within or adjacent or outside the Works area**

The following provisions shall apply with respect to the protection of areas of vegetation.

PB.4.1.1 No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Engineer;

PB.4.1.2 No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer;

PB.4.1.3 No tree shall be burned for any reason;

PB.4.1.4 For every tree protected by these specifications, which is removed or, in the opinion of the Engineer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2 000,00 per tree to the Employer;

PB.4.1.5 Trees which have been selected for preservation by the Engineer shall be fenced around

their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for material storage or as allocation for temporary buildings; and

PB.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

PB.4.2 Transplantation of rare and endangered plant species

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Engineer or his environmental representative must be removed and transplanted as instructed herein.

PB.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)

Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.

Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.

Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)

Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.

Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PB.4.2.2 Transplanting aloes, succulents and bulbous plants

Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.

Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.

Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

PB.4.3 Alien vegetation

The Engineer may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Engineer or his environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

PB.5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with

respect to fauna management and protection:

- PB.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his subcontractors or his subcontractors' employees;
- PB.5.2 The Contractor and his employees shall not bring any domestic animals onto the site;
- PB.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests;
- PB.5.4 There shall be no feeding of animals;
- PB.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PB.5.6 The Contractor shall advise his workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

PB.6 ARCHAEOLOGICAL ARTIFACTS

- PB.6.1 Known archaeological sites shall be indicated by the Engineer and shall be protected by a three-strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PB.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer shall be notified as soon possible.
- PB.6.3 Upon receipt of such notification, the Engineer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Engineer will advise the Contractor of the necessary actions to be taken.
- PB.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.
- PB.6.5 The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer.
- PB.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be necessary outside of the working width, then this shall only be done in areas approved by the Engineer.

PB.7 SCENIC QUALITY

- PB.7.1 The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.
- PB.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.
- PB.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.

PB.7.4 Where instructed by the Engineer, all packed and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

PB.7.5 Where instructed by the Engineer, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

PB.8 WORKING AREA

PB.8.1 The area of construction as reasonably indicated on the general layout drawings, drawings.

PB.9 ACCESS ROADS AND VEHICLE TURNING AREAS

PB.9.1 No new permanent access roads other than those agreed to by the Engineer shall be developed by the Contractor.

PB.9.2 Existing roads shall be used as far as possible for inspection purposes.

PB.10 MATERIAL LAYDOWN AREAS

VIP units may only be offloaded in areas approved by the Engineer.

PB.11 FIRES

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PB.12 FENCING

PB.12.1 Where instructed by the Engineer, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.

PB.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Engineer and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal.

PB.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

PB.12.4 The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where, possible, the fence line must be aligned to retain trees or groups of trees. There shall be no removal of the grass cover or topsoil within this width.

PB.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

PB.13 TOPSOIL

PB.13.1 Source of topsoil

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures are required.

The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.

PB.13.2 Topsoil stripping

PB.13.2.1 Not applicable.

PB.13.3 Topsoil stockpiling

PB.13.3.1 Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped.

PB.13.3.2 No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later for identification as being the resource for rehabilitation and vegetation establishment.

PB.13.3.3 Stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

PB.13.4 Topsoil placement

PB.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.

PB.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Engineer.

PB.13.4.3 Where insufficient topsoil has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer or Environmental Officer.

PB.13.4.4 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoiled area as instructed by the Engineer.

PB.14 BORROW PITS AND QUARRIES

PB.14.1 If a borrow pit is to be developed or an existing one is to be excavated, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation for the pit.

PB.14.2 Stripping and excavation actions shall be progressive in such manner that those parts of the borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.

PB.14.3 Cut slopes of borrow pits and quarries shall have a vertical : horizontal gradient of not steeper than 1:3 (about 18 degrees), and preferably 1:5.

PB.14.4 During excavation, work will be carried out in such a way that slopes of open works are not made dangerously steep.

PB.14.5 Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with layer of topsoil. On no account may spoil or rock be placed in drainage ways without the prior consent of the Engineer. On sites where

old excavations are to be found, rock, waste and mud from new excavations will be used to fill in the old excavations.

PB.14.6 Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.

PB.14.7 No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.

PB.14.8 There will be no workshops, chemical or fuel stores on the borrow pit site.

PB.14.9 Sufficient soil conservation works for preventing soil erosion will be established at the rehabilitated areas.

PB.15 BATCHING

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Storm water shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

PB.16 EROSION PREVENTION

PB.16.1 The Engineer will instruct the Contractor on the measures to be taken to ensure that there is no undue storm water damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Engineer of all potential problem areas.

PB.16.2 Surface storm water shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being place.

PB.16.3 Storm water deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Engineer.

PB.17 EARTHWORKS

PB.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.

PB.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

PB.19 SPOIL AND WASTE MATERIAL

PB.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded to have slopes not steeper than 1:3.

PB.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

PB.20 REFUSE DISPOSAL

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

PB.21 ABLUTION FACILITIES

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Engineer.

PB.22 CLEARANCE OF SITE ON COMPLETION

PB.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.

PB.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

PB.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Engineer, in order that they:

- (a)acquire a basic understanding of the key environmental features of the work site and environs;
- (b)are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;
- (c)if required by the Engineer, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and
- (d)are made aware of any other environmental matters which are deemed to be necessary by the Engineer.

PB.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION

PB.24.1 All persons employed by the Contractor or his subcontractors shall abide by the requirements of these specification as they apply to the Works.

PB.24.2 Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave site forthwith. No extension of time will be granted for any delay or impediment to the Contractor bought about by a person ordered to leave the site.

PB.24.3 Supervisory staff of the Contractor and his subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the Environmental Protection and Control Specification.

PB.25 COMPLIANCE AND MONITORING

The Engineer shall be responsible for implementing a consistent monitoring programme to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Engineer that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12-month liability period (final closure). If, in the opinion of the Engineer, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

SPECIFICATION PC: PROVISION OF WORKERS

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C1 SCOPE

This Specification sets out the provisions and requirements in addition to Special Public Works Programme (SPWP) terms and conditions relating to the provision of the workers. The said terms and conditions of the SPWP are contained in Contract Data: Labour Laws, of the Special Conditions of Contract of this document.

C2 INTERPRETATIONS

C2.1 SUPPORTING DOCUMENTS

Where this Specification is required, the following documents shall *inter alia* be read in conjunction with this Specification:

- (a) The Instructions to Tenderers
- (b) The Conditions of Contract including Labour Laws in Contract Data
- (c) The Project Specifications
- (d) The Drawings (where applicable)
- (e) The statutory minimum requirements relating to the employment and remuneration of labour. Refer to the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) as amended by the requirements of the Expanded Public Works Programme (EPWP).

C2.2 DEFINITIONS AND ABBREVIATIONS

For the purposes of this Specification, the definitions given in the Conditions of Contract, the Standardized Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "**Key personnel**" means all Contract Managers, Site Agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operation.
- (b) "**Targeted worker**" shall have the meaning given in SANS 1914-5.
- (c) "**Worker**" means any worker, not being a local worker.

- (d) "**Project Coordinating Committee**" means a committee consisting of the Employer's Agent, the Contractor (or their nominated representatives), as well as representatives of the local community and other interested parties, which is convened from time to time at the discretion of the Employer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract.
- (e) "**Subcontractor**" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract.
- (f) "**The Contractor**" and "**Contractor**", without further qualification, means the Contractor as defined in the Conditions of Contract.
- (g) "**Worker**" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Programme Management Unit, to participate in the execution of any part of the Works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.
- (h) "**Workforce**" means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

C2.3 **STATUS**

Where any provisions or requirements of this Specification are in conflict with anything specified in terms of the EPWP and SANS 1914-5 (Part 5: Participation of targeted labour), the latter two shall prevail.

C3 **ALLOWABLE SOURCES FOR WORKERS**

C3.1 The Contractor shall make maximum use of the human resources existing within the targeted group/community, and accordingly the workers who are to be utilised in the execution of the Works shall comprise only targeted workers (as defined in SANS 1914:2002 attached as Appendix C).

C3.2 Notwithstanding the provisions of sub-clause C3.1, the Employer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances so warrant, authorise in writing that non-targeted workers, not being his key personnel, be included in the workforce. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Employer to warrant such authorisation of the inclusion in the temporary workforce of non-targeted workers, may include:

- (a) the unavailability of sufficient numbers of local workers to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient local workers and has exhausted all reasonable recruitment options;
- (b) the unavailability within the local community, of sufficient of the required skills necessary for the execution of the Works or specific portions thereof, in cases where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract;
- (c) any other circumstances which the Employer may deem as constituting a warrant.

C4 **EMPLOYMENT GENERATION**

C4.1 **CRITERIA**

The Contractor shall give no preference to any particular gender, and the requirement of this specification is to ensure that at least 50% women and 50% youth be employed on this Contract.

C4.2 **UNITS OF MEASURE**

Through the execution by labour-intensive construction methods included in the contract, temporary employment opportunities are to be created by the Contractor in the course of the Contract.

The numbers of employment opportunities will be measured in terms of "man-days" and the minimum task rate payable to workers employed in terms of the EPWP shall be as specified in clause 1.1.2 of A5.2.3 (h).

C4.3 **EMPLOYMENT RECORDS TO BE PROVIDED**

C4.3.1 The Contractor shall maintain accurate and comprehensive records, as required in terms of Clause 13 of clause 4.6 of Contract Data: Labour Laws, of all workers engaged on the Contract and shall provide the to the Employer at two-weekly intervals from the commencement of the Contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer.

C4.3.2 The Contractor shall, on completion of the Contract, and as a prerequisite event to the release of any retention money or retention money guarantees in terms of the Conditions of Contract, provide the Employer's Agent with independently audited documentary evidence of the total number of employment opportunities actually generated during the Contract.

C4.4 **VARIATIONS IN WORKER PRODUCTION RATES**

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatsoever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Works and those production rates on which he based his tendered labour requirements.

C4.5 **TERMS AND CONDITIONS OF EMPLOYMENT**

The employment of all labour shall be done in terms of Labour Laws (refer clause 4.6 of Contract Data) and requirements of the EPWP.

C4.6 **WRITTEN EMPLOYMENT AGREEMENT**

The Contractor shall enter into a written agreement with each and every worker engaged by him on the Contract, which agreement shall be compliant with the requirements of clause 12 of Labour Laws (refer clause 4.6 of Contract Data). Copies of all such agreements shall be forwarded without delay to the Employer.

C4.7 **CONTRACTOR TO EXPLAIN**

The Contractor shall, before entering into any such Labour Agreement with any worker, explain the meaning and impact of the entire contents of the agreement and shall ensure that the worker fully understands his liabilities, obligations and rights under the employment agreement.

C4.8 **PAYMENT OF WORKERS**

All amounts due to the employer shall be made in terms of clause 14 of Labour Laws (refer clause 4.6 of Contract Data).

C5 **TRAINING OF THE WORKFORCE**

The Contractor shall be responsible for the provision, at his own cost, of all training of the workers, as may be necessary for the achievement of the execution and completion of the Works over and above the training specified in the terms and conditions of the Contract. The cost thereof will be deemed included in the unit rates tendered.

C6 **RECRUITMENT AND SELECTION PROCEDURES**

The Contractor shall be responsible for the recruitment and selection of workers to constitute the temporary workforce but in doing so, shall adhere to the procedures and principles set out below.

C6.1 The Contractor shall advise the Employer in writing, of the numbers of each category of worker, which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract pertaining to training).

C6.2 The Contractor shall, at his own cost, take all necessary actions to advertise within the local community comprising the allowable personnel resources, the fact that employment opportunities exist in respect of the EPWP and the time and place where recruiting will occur.

C6.3 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

C6.4 The Contractor shall make his selection of workers from amongst the applicants, in accordance with the described below, taking due cognisance of his requirements for the workforce and the provisions of the Contract in regard to the provision of training to the workforce:

- (a) No potential worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless:
 - (i) all available vacancies have been or can be filled by workers who already possess suitable skills; or
 - (ii) the completion period allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
 - (b) Preference shall be given to the long-term unemployed and single heads of households irrespective of gender.
-

(c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(d) The selection process shall not be prejudicial to youth over the age of eighteen years and women.

C6.5 After making his selection the Contractor shall advise the Employer thereof in writing

C6.6 The provisions of this clause C6 shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C7 **TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE**

All workers shall be engaged in accordance with the provisions of Labour Laws (clause 4.6 of Contract Data) and the EPWP.

C8 **LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES**

C8.1 The Contractor shall at his own cost be fully responsible for the establishment and maintenance of satisfactory labour relations on Site and the resolution of all grievances of temporary workers as may occur.

C8.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Employing Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C8.3 In the event of any worker engaged by the Contractor in terms of the Contract, being aggrieved on any issue, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of sub-clause C8.2 above, by one member of the workforce and one community representative who is a member of the Project Coordinating Committee, which persons shall be nominated by the worker.

C8.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with sub-clauses C8.2 and C8.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Coordinating Committee for further consideration, with a view to facilitating resolution thereof.

C9 **MEASUREMENT AND PAYMENT**

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and the creation of employment opportunities and all the Contractor's costs associated with compliance with the provisions of this Particular Specification shall, as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

SPECIFICATION PE: MANAGEMENT OF THE WORKS

C 3.5.1 MANAGEMENT OF THE WORKS

C 3.5.1.1 Applicable SANS and COLTO Standards

The provisions of these Specifications take precedence over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "COLTO Standard Specifications for Road and Bridge Works for State Road Authorities".

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities listed in C3.4.1.1 are applicable.

C 3.5.1.2 Particular/Generic Specifications

The Particular Specifications listed in C3.4.6 apply to this Contract.

C 3.5.1.3 Methods and Procedures

Maintenance of access and streets

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item A8.3.2.2 of SANS 1200 A.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(a) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Employer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or week days after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated. The Contractor shall be responsible to note in writing (photographs) the structural status of structures before blasting for comparison after blasting.

Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Employer.

Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions or with the operations of the water treatment works in any way.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

Giving notice of work to be covered up

The Contractor shall give the Employer at least 24 hours notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Employer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Employer within 30 days of invoice for all expenses incurred as a result.

Sequence of the works

The Contractor shall arrange with the mechanical and electrical Contractor and the Employer the sequence of the works to ensure the existing plant remains in operation.

C 3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5 (b).

C 3.5.1.5 Environmental Management Plan (EMP)

Demarcation of the site

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.

The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Employer.

Construction camp

The Contractor shall provide the Employer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Employer at least ten (10) days prior to the commencement date.

Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Employer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Employer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Employer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

Ablution facilities

The exact location of toilets shall be approved by the Employer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Employer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

Solid waste

“Solid waste” refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Employer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Employer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Employer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Employer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Employer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Employer.

Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Employer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Employer.

Where possible, the Contractor shall ensure that the refuelling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Employer to refuel at any other place. Contaminated material and wastewater at the refuelling area shall be contained and disposed of correctly.

Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Employer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Employer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

C 3.5.1.6 Planning and programming

Early completion of the extensions to the water treatment works is important.

The existing water treatment works must remain fully operational.

Immediately after handing over the site, the Employer and the Contractor will discuss the order of procedure and methods in which the Contractor shall carry out the works. The order of the work shall be such that the mechanical and electrical Contractor is not unnecessarily delayed by the Contractor.

Before handing over a structure to the mechanical and electrical Contractor for the installation of mechanical and or electrical equipment, the Contractor shall ensure the absence of scaffolding, formwork, building materials, rubble or open trenches.

The programme to be furnished by the Contractor to the Employer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C 3.5.1.7 Other Contractors on site

A mechanical and electrical Contractor will be on site during the latter part of the contract period to install mechanical and electrical equipment. Close cooperation is required between the Contractor and this mechanical and electrical Contractor to ensure neither delays the other.

C 3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted, recorded and confirmed by the signature of the Employer's Representative on site.

C 3.5.1.9 Format of communications

All communication regarding the Contract shall be channelled through the Employer or his representative. Formal contractual communication shall be in writing.

Instructions will only be given by the Employer or his representative. The Contractor shall not take any instructions from the Employer, the local municipality or the superintendent or operators.

C 3.5.1.10 Progress meetings, planning and programming

A project progress meeting shall be held monthly on site for the duration of the project on dates to be agreed upon. The Contractor shall be responsible for the venue for the meeting. He will also ensure that the CLO attend all such meetings.

The Contractor shall furnish to the Employer a Gantt chart programme with the critical path indicated in red. This shall be done on MS Project and shall be furnished in hard copy and electronically to the Employer.

C 3.5.1.11 Site Diary

Daily records of plant, personnel, materials, etc., shall be recorded daily by the Contractor and noted in the site diary which will be supplied by the Contractor before the commencement date of the project.

All visitors shall be required by the CLO to complete the site diary.

C 3.5.1.12 Site Instructions

Only the Employer or his representative has the mandate to issue site instructions to the Contractor. This will be done in writing in the site instruction book or per facsimile, or per letter or per minutes of the site meeting.

The Contractor shall furnish an A4 site instruction book in triplicate before the commencement date of the Contract.

C 3.6 HEALTH AND SAFETY

C 3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before commencement of work, the Contractor shall present to the Employer his Health and Safety Plan for approval. He shall also appoint a qualified health and Safety Officer in writing and give a copy of the letter of appointment to the Employer's Agent.

The Health and Safety Specification is attached as section C3.4.6 and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 5(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 7(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

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

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

C 3.6.2 PROTECTION OF THE PUBLIC

The site is not accessible to the general public. However, the existing water treatment works must remain in operation for the duration of the Contract. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OHS Regulations.

C 3.6.3 BARRICADES AND LIGHTING

All excavations and openings in walls and slabs into which or through which a person may fall, shall be securely barricaded in accordance with the requirements of the applicable OHS Regulations.

C 3.6.4 VEHICULAR AND PEOPLE TRAFFIC CONTROL

The Safety Officer shall take full responsibility for the vehicular and people traffic control in and around the site. The personnel of the existing water treatment works shall be fully informed and trained by the Safety Officer if required.

C 3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

No particular measures have to be taken against disease and epidemics on site.

C 3.6.6 AIDS AWARENESS

All construction personnel shall be given an Aids awareness briefing by the Safety Officer.

PART 4: SITE INFORMATION

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C4 SITE INFORMATION

C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to familiarise and to decide upon his method of working and programming and risks.

C4.2 SITE LOCATION

Rehabilitaion of Boundary and Billy Maritz Street is in the jurisdiction of Greater Tzaneen Municipality in the CBD of Tzaneen.

C4.3 ACCESS TO SITE AND RESTRICTIONS

Permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

C4.4 SECURITY

The Contractor shall be responsible for the security of his personnel, materials, equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). The Employer in this regard will consider no claims.

PART O

Checklist On Minimum Requirements

To assist you with your tendering process, see a checklist on minimum requirements below:

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document		
2.	Central Supplier Database (CSD) reports		
3.	B-BBEE Certificate/Sworn affidavit		
4.	CIDB Certificate (Grade 4CE)		
5.	COIDA – Letter of Good Standing		
6.	Valid Tax Clearance Certificate or Tax pin		
7.	CK/Company registration;		
8.	Certified ID copies of the shareholders;		
9.	Tenderer's Experience		
10.	CV's and Qualifications of Key Personel		
11.	Proof of Residence: municipal statement account / letter from headman/Tribal Authority/Lease agreement and three (3) months proof of payment		
12.	Company registration certificate (CK) showing percentage of shareholders / membership interest		
13.	Initial each page of the Conditions of Contact		
14.	All MBD forms must be completed and signed		
15.	In case of a Joint Venture, Association or Consortium a formal JV contract agreement/contract be signed		
16.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
17.	Detailed price schedule/ financial bids		
18.	All/Any alterations be initialled		

Company Representative (Name)

Signature