



UBUHLEBEZWE MUNICIPALITY

CONSTRUCTION OF THANDABANTU ACCESS ROAD

3CE or HIGHER

BID NO: UBU-B-06/05/20

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

BBBEE Level _____

Tender Sum _____

CIDB (CRS) No. _____

CSD Reg No. _____

THIS TENDER CLOSES AT 12H00

AT THE OFFICES OF THE UBUHLEBEZWE MUNICIPALITY,
29 MARGARET STREET, IXOPO
ON THE 03 OF JULY 2020

NO LATE SUBMISSIONS WILL BE CONSIDERED

UBUHLEBEZWE MUNICIPALITY

P O Box 132

IXOPO

3276

Tel: (039) 834 7700

Fax: (039) 834 1168

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UBUHLEBEZWE MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	UBU-B-06/05/20	CLOSING DATE:	03 JULY 2020	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF THANDABANTU ACCESS ROAD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

29 Margaret Street				
Ixopo				
3276				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
SCHEDULE 3: TOTAL NUMBER OF ITEMS OFFERED		SCHEDULE 4: TOTAL BID PRICE		R
SCHEDULE 5: SIGNATURE OF BIDDER	SCHEDULE 6: DATE		
SCHEDULE 7: CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON		
CONTACT PERSON		TELEPHONE NUMBER		
TELEPHONE NUMBER		FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS		
E-MAIL ADDRESS				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Monday, 01 June 2020
CIDB CONTRACTOR GRADING	:	3 CE or Higher
COMPULSORY BRIEFING MEETING	:	11:0am, Wednesday, 17 June 2020 (compulsory)
VENUE FOR COMPULSORY BRIEFING MEETING	:	Peace Initiative Hall Ixopo Town
CLOSING DATE	:	Friday, 03 July 2020
CLOSING TIME	:	12H00
CLOSING VENUE	:	Peace Initiative Hall Ixopo Town
INSTRUCTIONS	:	Bid submission must be submitted in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

Contents		
Number	Heading	Pages
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice And Invitation To Tender	2
T1.2	Tender Data	5
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	30
T2.2	Returnable Schedules	31
The Contract		
Part C1: Agreements and Contract Data		
C1.1	Form Of Offer And Acceptance	72
C1.2	Contract Data	77
C1.3	Tenderer's Direct Participation of Targeted Labour	83
C1.4	Tenderer's Direct Participation of Targeted Enterprises	86
C1.5	Pro-forma Performance Guarantee	88
C1.6	Occupational Health and Safety Agreement	91
Part C2: Pricing Data		
C2.1	Pricing Instructions	94
C2.2	Bill of Quantities	95
Part C3: Scope Of Work		
C3.1	Description Of The Works	117
C3.2	Procurement	119
C3.3	Engineering	120
C3.4	Construction	121
C3.5	Particular Specifications	123
Part C4: Site Information		
C4.1	Geotechnical Information	154
C4.2	Locality Plan	155
C4.3	Tender Drawings	156

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

Part T1: Tendering Procedures

	<u>Page</u>
T1.1 Tender Notice And Invitation To Tender	2
T1.1.1 Locality Plan: Clarification Meeting Venue	4
T1.2 Tender Data	5
T1.2.1 Standard Conditions of Tender	5– 17
T1.2.2 Variations to the Standard Conditions of Tender	18 - 26
T1.2.3 Additional Conditions of Tender	27 -28

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

T1.1 TENDER NOTICE AND INVITATION TO TENDER

29 Margaret Street
Ixopo
3276
Tel: 039 8347700
Email: mm@ubuhlebezwe.gov.za



Po Box 132
Ixopo
3276
Fax: 039 8341168
Webpage: www.ubuhlebezwe.gov.za

UBUHLEBEZWE MUNICIPALITY

INVITATION TO BID

Ubuhlebezwe Municipality invites suitable, qualified, and experienced service provider to provide services to the municipality.

PROJECT NAME	BID NUMBER	CIDB Grade	Compulsory Briefing session	AVAILABILITY OF TENDER DOCUMENTS	NON REFUNDABLE PRICE	CLOSING DATE
Internet Service Provider (Re-advertisement)	UBU-B-08/01/20	N/A		Documents will be available from 8 th June 2020 at 8h00. Cut-off for EFT purchases: 25 th June 2020 @17h00 Cut-off for purchase through our cashiers: 26 th June 2020 @15h30 Cut-off date for sending queries is 29 th June 2020 Queries for clarity must be sent on the emails provided on the advert	R 404.25per doc. Cashier's Office,29 Margaret Street	03 rd July 2020 at 12h00
Supply, Installation, Automation, Monitoring and Maintenance of multi-functional printer machine for 24 months (Re-advertisement)	UBU-B-02/03/20					
Supply, installation, and commissioning 130 KVA (3 phase generator) (90% local manufactured cables must be supplied and MBD 6.2 must be completed)	UBU-B-02/05/20					
Social facilitation, compilation, and submission of a comprehensive town planning application (Re-advertisement)	UBU-B-03/03/20					
Panel of electrical consultants for the Financial year 2020/2021, 2021/2022, 2022/2023	UBU-B-01/05/20					
Construction of Nyide Access Road	UBU-B-03/05/20	3CE or Higher	17 th June 2020 at 11h00 Venue: Peace Initiative Hall	NB: Documents will be available from the 8 th June 2020 at 8h00. Cut-off for EFT purchases: 10 June 2020 @17h00 Cut-off for purchase through our cashiers: 11 June 2020 @15h30 Cut-off for confirmation to attend briefing: 12 June 2020 @16h30	R 694.58 per doc. Cashier's Office,29 Margaret Street	
Construction of Ntakama Access Road	UBU-B-04/05/20					
Construction of Ntsheleni Access Road	UBU-B-05/05/20					

Construction of Thandabantu Access Road	UBU-B-06/05/20				
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(100% local steel manufactured material must be supplied & MBD 6.2 local production & content must be completed for the Construction of Thandabantu Access Road, Construction of Ntsheleni Access Road, Construction of Ntakama Access Road & Construction of Nyide Access Road)

BID Documents clearly marked the " bid name and the relevant BID NO." must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid.

NB: Latecomers will not be admitted. Only tenderers with tender documents will be allowed to attend the briefing session. Tenderers to send confirmation to attend briefing via email to nngewu@ubuhlebezwe.gov.za indicating company name and representative. Should the number exceed 40 two session will be held and communication will be sent to all bidders prior the briefing date. Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za . Tenderers without a face mask will not be allowed to attend the briefing session and you will be required to be at the briefing venue by 10h00 in order to ensure compliance with Covid 19 regulations (sanitizing, screening, social distancing etc.). Tenderers who fail to meet the stated time will not be allowed to the venue. Any person who will be found with a body temperature of 38°C and above will not be allowed in the venue.

Enquiries regarding this notice may be directed as follows:

Attention: Internet service provider (udukada@ubuhlebezwe.gov.za), multi-functional printer machine (mcmbehele@ubuhlebezwe.gov.za), Social facilitation, compilation and submission of a comprehensive town planning application (tlmthembu@ubuhlebezwe.gov.za, mgebashe@ubuhlebezwe.gov.za), Construction of Thandabantu Road, Ntsheleni Road, Ntakama Road, Nyide Road and Panel of electrical consultants (sbmkhwanazi@ubuhlebezwe.gov.za), 130 KVA generator (znmthanti@ubuhlebezwe.gov.za) and SCM related matters (lfindlovu@ubuhlebezwe.gov.za, gtmathanda@ubuhlebezwe.gov.za) Tel: 039 – 834 7700 Fax: 039 – 834 1168

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered. The Ubhlebezwe Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. The 80/20 principle applies to this bid. Bids shall be valid for a period of 90 days. The Ubhlebezwe Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.



Mr. G.M. Sineke
Municipal Manager

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

T1.1.1 LOCALITY PLAN: CLARIFICATION MEETING VENUE

Refer to C4.2, page 155

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F.1 GENERAL

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) *someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;*
- ii) *an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or*
- iii) *incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.*

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4. Communication and Employer's Agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5. Cancellation and Re-Invitation of Tenders

F.1.5.1. *An organ of state may, prior to the award of the tender, cancel a tender if:*

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or*
- (b) funds are no longer available to cover the total envisaged expenditure; or*
- (c) no acceptable tenders are received.*

F.1.5.2. *The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.*

F.1.6. Procurement Procedures

F.1.6.1. General

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

F.1.6.2. Competitive Negotiation Procedure

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

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

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

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

F.1.6.3. Proposal Procedure Using the Two-Stage System

F.1.6.3.1. Option 1

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

F.1.6.3.2. Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

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

F.2.2. Cost of Tendering

F2.2.1 *Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.*

F2.2.2 *The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.*

F.2.3. Check Documents

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

F.2.4. Confidentiality and Copyright of Documents

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

F.2.5. Reference Documents

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

F.2.6. Acknowledge Addenda

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

F.2.7. Clarification Meeting

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

F.2.8. Seek Clarification

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

F.2.9. Insurance

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

F.2.10. Pricing the Tender Offer

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

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

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

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

F.2.11. Alterations to Documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12. Alternative Tender Offers

F.2.12.1 *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*

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

F.2.12.3 *An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.*

F.2.13. Submitting a Tender Offer

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

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

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

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

- F.2.13.5.** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- F.2.13.6.** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- F.2.13.7.** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8.** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9.** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14. Information and Data to be Completed in all Respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F.2.15. Closing Time**
- F.2.15.1.** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2.** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16. Tender Offer Validity**
- F.2.16.1.** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2.** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.
- F.2.16.3.** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4.** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17. Clarification of Tender Offer after Submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18. Provide other Material**
- F.2.18.1.** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19. *Inspections, Tests and Analysis*

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

F.2.20. *Submit Securities, Bonds, Policies, etc.*

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.

F.2.21. *Check Final Draft*

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22. *Return of Other Tender Documents*

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

F.2.23. *Certificates*

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

F.3 *The Employer's Undertakings*

F.3.1. *Respond to Requests from the Tenderer*

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

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

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

F.3.2. *Issue Addenda*

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

F.3.3. *Return Late Tender Offers*

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

F.3.4. *Opening of Tender Submissions*

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

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

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

F.3.5. Two-envelope System

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

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

F.3.6. Non-disclosure

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

F.3.7. Grounds for Rejection and Disqualification

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

F.3.8. Test for Responsiveness

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

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

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

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

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

F.3.9. Arithmetical Errors, Omissions and Discrepancies

F.3.9.1 *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:*

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

F3.9.2 *The employer must correct the arithmetical errors in the following manner:*

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10. Clarification of a Tender Offer

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

F.3.11. Evaluation of Tender Offers

F.3.11.1. General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) *Score tender evaluation points for price*
- 2) *Score points for BBBEE contribution*
- 3) *Add the points scored for price and BBBEE.*

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) *Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.*
- 2) *No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.*
- 3) *Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.*

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 1) (a)(i) *The following formula must be used to calculate the points for price in respect of tenders with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):*

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

Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

- 2) The following table must be used to calculate the score out of 20 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 3) A tenderer must submit proof of its B-BBEE status level of contributor.
- 4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-complaint contributor to B-BBEE may not be disqualified but-
- may only score points of 80 for price; and
 - scores 0 points out of 20 for B-BBEE
- 5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that tenderer qualifies for, unless the intended subcontractor is an EME that has the capacity to execute the subcontract.
- 6) The points scored by a tenderer of B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1)
- 7) The points scored must be rounded off to the nearest two decimal places.
- 8) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
(b) The organ of state may –
- negotiate a market related price with the tender scoring the highest points or cancel the tender;
 - if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.
 - if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- 1) a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value above R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

- 2) The following table must be used to calculate the score out of 10 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 3) A tenderer must submit proof of its B-BBEE status level of contributor.
- 4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-complaint contributor to B-BBEE may not be disqualified but-
 - a) may only score points of 90 for price; and
 - b) scores 0 points out of 10 for B-BBEE
- 5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that tenderer qualifies for, unless the intended subcontractor is an EME that has the capacity to execute the subcontract.
- 6) The points scored by a tenderer of B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1)
- 7) The points scored must be rounded off to the nearest two decimal places.
- 8) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
(b) The organ of state may –
 - (i) negotiate a market related price with the tender scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.
 - (iii) if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

F.3.11.6. Decimal Places

Score price, preferences and functionality, as relevant, to two decimal places.

F.3.11.7. Scoring Price

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the price.
- W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F1 as stated in the Tender Data.

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

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

F.3.11.8. Scoring Preferences

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

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

F.3.11.9. Scoring Functionality

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

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

$$NQ = W2 \times So/Ms$$

where:

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

F.3.12. Insurance Provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.

F.3.13. Acceptance of Tender Offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.11. Prepare Contract Documents

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

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

F.3.14.2. Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.15. Complete Adjudicator's Contract

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

F.3.16. Notice to Unsuccessful Tenderers

F.3.16.1. Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.

F.3.16.2. After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted. The successful tenderer will be notified if no appeals are received.

F.3.17. Provide Copies of the Contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. Provide Written Reasons for Actions Taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to

prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19. Transparency in the procurement process

F3.19.1 *The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.*

F3.19.2 *The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.*

F3.19.3 *The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.*

F3.19.4 *The client must publish the information on a quarterly basis which contains the following information:*

- *Procurement planning process*
- *Procurement method and evaluation process*
- *Contract type*
- *Contract status*
- *Number of firms tendering*
- *Cost estimate*
- *Contract title*
- *Contract firm(s)*
- *Contract price*
- *Contract scope of work*
- *Contract start date and duration*
- *Contract evaluation reports.*

F3.19.5 *The employer must establish a Consultative Forum which will conduct a random audit in the implementation. of the transparency requirements in the procurement process.*

F3.19.6 *Consultative Forum must be an independent structure from the bid committees.*

F3.19.7 *The information must be published on the employer's website.*

F 3.19.8 *Records of such disclosed information must be retained for audit purposes.*

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
<i>1 (class of construction works)</i>	<i>1</i>	<i>500 000</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>N/A</i>

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

CIDB Class of Construction	
CE	<i>Civil Engineering</i>
EB	<i>Electrical Engineering Work - Building</i>
EP	<i>Electrical Engineering Work - Infrastructure</i>
ME	<i>Mechanical Engineering</i>
GB	<i>General Building</i>
SB	<i>Asphalt Works (Supply and Lay)</i>
SC	<i>Building Excavations, Shaft Sinking and Lateral Earth Support</i>
SD	<i>Corrosion Protection (Cathodic, Anodic and Electrolytic)</i>
SE	<i>Demolition and Blasting</i>
SF	<i>Fire Preventions and Protection Systems</i>
SG	<i>Glazing, Curtain Walls and Shop Fronts</i>
SH	<i>Landscaping and Horticulture Works</i>
SI	<i>Lifts, Escalators and Travellators (installation, commissioning and maintenance)</i>
SJ	<i>Piling and specialized foundations for buildings and structures</i>
SK	<i>Road Marking and Signage</i>
SL	<i>Structural Steel Fabrication and Erection</i>
SM	<i>Timber Buildings and Structures</i>
SN	<i>Waterproofing of basements, roofs and walls using specialist equipment</i>
SO	<i>Water Supply and Drainage for buildings (wet services, plumbing)</i>
SQ	<i>The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.</i>

T1.2.2 Variations to the Standard Conditions of Tender

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

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

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

Clause No.	Variation, Amendment or Addition
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F.1	General
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F.1.1	Actions
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*Add the following to the end of **Clause F.1.1**:*

The Employer is uBuhlebezwe Municipality, represented by Mr S.B. Mkhwanazi (E-mail: sbmkhwanazi@ubuhlebezwe.org.za)

F.1.2	Tender Documents
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*Add the following to the end of **Clause F.1.2**:*

"The Tender Document for this Contract comprises the following:

Not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011).

VOLUME 1: ISSUED TO TENDERERS:

The Tender

T1: Tendering Procedures

T1.1 to T1.2

T2: Returnable Documents

T2.1 to T 2.22

The Contract

C1: Agreements and Contract Data

C1.1 to C1.8

C2: Pricing Data

C2.1 to C2.2

C3: Scope of Works

C3.1 to C3.8

C4: Site and Other Information
C4.1 to C4.2

VOLUME 2: ISSUED TO TENDERERS

Book of Drawings (as listed in C4.5.4)

F.1.4 Communication and Employer's Agent

*Add the following to the end of **Clause F.1.4**:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **BI Infrastructure Consultants (Pty) Ltd** (represented by Mr Fortune Dube)

Address: 42A Montgomery Drive
Athlone
PIETERMARITZBURG
3201

Telephone No: [033] 345 412
Fax No.: [033] 345 3883
Email: fortune@biiconsultants.co.za

Tender and Technical Queries must be directed to Mr S.B. Mkhwanazi

Telephone No: [039] 834 7700
Fax No.: [039] 834 1168
Email: sbmkhwanazi@ubuhlebezwe.gov.za

F.2 Tenderer's Obligations

F.2.1 Eligibility

F.2.1.1 *Add the following to the end of **Clause F.2.1.1**:*

A. Construction Industry Development Board (CIDB) Registration

1. Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **4CE** class of construction work, are eligible to submit a tender offer.

B. Joint Ventures are eligible to submit a tender offer provided that:

1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
2. The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation;
3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations(2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

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

5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

F.2.7 Clarification Meeting

Add the following to the end of **Clause F.2.7**:

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

F2.10.3 Pricing the Tender Offer

*Delete the contents of **Clause F.2.10.3** and replace with the following:*

This tender is **NOT** subject to Contract Price Adjustment.

F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

F.2.13 Submitting a Tender Offer

F.2.13.2 *Delete the contents of **Clause F.2.13.2** and replace with the following:*

“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”

F.2.13.3 *Add the following at the end of **Clause F.2.13.3**:*

“Number of copies required is One (1) original and one (1) complete copy.”

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer.”

F.2.13.4 *Add the following after the first sentence of **Clause F.2.13.4**:*

“The tender shall be signed by a person duly authorised to do so.”

F.2.13.5 *Add the following after the first sentence of **Clause F.2.13.5**:*

“The Employer’s address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:

Location of tender box: **Peace Initiative Hall
Ixopo**

Identification details: **BID NO. UBU-B-06/05/20: CONSTRUCTION OF THANDABANTU
ACCESS ROAD**

F.2.13.6 *Delete the contents of **Clause F.2.13.6** and replace with the following:*

“A two-envelope Procedure as described in **Clause F.3.5** will **not** be followed.”

F.2.15 Closing Time

F.2.15.1 *Add the following to the end of Clause F.2.15.1:*

“The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender”

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following to the end of Clause F.2.16.1:*

“The tender offer validity period is 90 days.”

F.2.16.2 *Add the following to the end of Clause F.2.16.2:*

“The maximum extension on the tender offer validity period is 90 days.”

F.2.17 Clarification of Tender Offer after Submission

Add the following to the end of Clause F.2.17:

“A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer’s written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.”

F.2.23 Certificates

Add the following to the end of Clause F.2.23:

“The Tenderer is required to submit the following certificates with the tender as per requirements of Clause F.2.13.2:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 66).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 67).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

D. BBBEE Certificate

Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.

F.3 The Employer’s Undertakings

F.3.1 Respond to Requests from the Tenderer

F.3.1.1 *Delete the contents of Clause F.3.1.1 and replace with the following:*

“The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.”

F.3.4 Opening of Tender Submissions

F.3.4.1 *Add the following to the end of **Clause F.3.4.1**:*

The time and location for opening of the tender offers is:

Time : **12H00 on Friday, 03 July 2020**

Location : **Peace Initiative Hall**

F.3.4.2 *Delete the following **Clause F.3.4.2**:*

“number of points claimed for its BBBEE status level”

F.3.5 Two-envelope system

*Delete the contents of **Clause F.3.5** and replace with the following:*

F.3.7 Grounds for rejection and disqualification

*Add the following to the end of **Clause F.3.7**:*

“Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tenderer has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract”

F.3.8 Test for Responsiveness

F.3.8.2 *Add the following to the end of **Clause F.3.8.2**:*

“Tenders will also be considered non-responsive if:

- a) The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended.
- b) The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1.
- c) If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer’s written request.
- d) The Tenderer’s price is based on fixed rates in lieu of Contract Price Adjustment.
- e) There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes).”

The following conditions will apply:

- Price (s) quoted must be valid for at least ninety (90) days from date of your offer
- Price (s) quoted must be firm and must be inclusive of VAT.
- The quote must be submitted on a separate page containing the letterhead of your business
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) and for this purpose the enclosed forms MBD2, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be scrutinized, completed and submitted together with your quotation.
- Valid Tax Clearance Certificate and Tax compliance status with verification pin

- A proof of registration in the Municipal database not older than 1 year
- Detailed proof of registration in the Central Supplier Database
- A valid certified copy of BBBEE Certificate with SANAS logo or sworn affidavit
- Copy of Company Registration Document
- Copy of ID for Company Directors or Members
- Letter/statement confirming status of municipal accounts (i.e. rates, water) not older than 2 months or an Affidavit signed by Commissioner of Oath if you stay in an areas where you do not pay municipality accounts or valid lease agreement with a letter from the landlord stating that rent is up to date.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Add the following to the end of **Clause F.3.11.1**:

“The Procedure for the evaluation of responsive tenders is **Method 1: Price and Preference**. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60 points in order to qualify for further evaluation.”

F.3.11.7 Scoring Price

Add the following to the end of **Clause F.3.11.7**:

“For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.”

F.3.11.8 Scoring Preferences

Add the following to the end of **Clause F.3.11.8**:

“For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.”

F.3.11.9 Scoring Functionality

Replace this clause with the following:

The functionality will be applied as a prequalifying criteria to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Approach: Methodology and Preliminary Programme	20	
1.1 Methodology and Preliminary Programme		
The methodology and preliminary programme to include the full scope of work described in the work specification and schedule of quantities. The Programme should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Taking into account factors (i) & (ii) listed below the, a score will be allocated for the submitted programme as per the ranking outlined below. (i) logic of the sequencing of construction activities (ii) correlation with the cash flow and practicality of the completion timeframes of the respective activities The Methodology and Preliminary Programme must be submitted under “Returnable Documents”, (Schedule A5, page 36).		
Good (fully complies with requisite (i) and (ii) above)		20
Average (partly complies with requisite (i) and (ii) above)		10
Poor (does not comply with requisite (i) and (ii) above)		5

Details	Total Max Points	Item Max Points
Criteria 2: Experience of Site Personnel	25	
2.1 Site Agent (SA)	15	
If SA has 10 years' experience and has completed similar projects		15
If SA has 7 years' experience and has completed similar projects		10
If SA has 5 years' experience and has completed similar projects		5
If SA has NOT completed similar projects in last 5 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", (Schedule A9, page 40). (The required minimum qualification for the Site Agent is a National Diploma in any of the following disciplines Civil Engineering, Quantity Survey or Project Management) No points will be allocated if proof of qualifications is not attached		
2.2 General Foreman (GF)	10	
If GF has 10 years' experience and has completed similar projects		10
If GF has 7 years' experience and has completed similar projects		8
If GF has 5 years' experience and has completed similar projects		6
If GF has NOT completed similar projects in last 3 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed GF must be submitted under "Returnable Documents", (Schedule A9, page 40).		
Criteria 3: Experience of Company		
3.1 Relevant Experience	20	
5 points per appointment letter and completion certificate		20
Tenderer has NOT completed a similar project		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in (Schedule A7, page 38) of the Returnable Documents. Similar projects are: (i) Gravel or Surfaced Roads for any Local, Provincial & National Authority		
Criteria 4: Financial Resources	15	
4.1 Financial Status (Bank Ratings)	15	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution to (Schedule A6, page 37) if the Returnable Documents.		
Undoubted for the amount of your enquiry (Code A)		15
Good for the amount of your enquiry (Code B)		12
Good for the amount quoted, if strictly in the way of business (Code C)		10
Fair trade risk for the amount of your enquiry (Code D)		5
Figures considered too high (Code E)		2
Financial position unknown (Code F)		0
Occasional dishonours (Code G)		0
Frequent dishonours (Code H)		0

Details	Total Max Points	Item Max Points
Criteria 5: Plant and equipment	20	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below, and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hire plant will be allocated if an original letter of Intent is attached from a Plant Hire Company. Tenderers are to attach logbooks for plant owned or hired as proof of ownership and latest copy of licence renewal. Details of owned and hired plant and equipment are to be entered in (Schedule A10, page 41) of the Returnable Documents		
1 x Grader		5
1 x Water truck		3
4 x 10m ³ Tipper trucks		4
1 x 25 t Excavator		2
1 x Grid-roller and 4x4 or 1 x self –propelled vibrator pad-foot roller (15t)		3
1 x Loader (0.50m ³ bucket)		3
TOTAL POINTS FOR QUALITY		100
TENDERERS WITH A SCORE OF LESS THAN 60% WILL BE REJECTED AS NON-RESPONSIVE		

F.3.16 Notification to unsuccessful tenderers

Delete the contents of **Clause F.3.16.2** and replace the following:

“If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, uBuhlebezwe Municipality. The format of the appeal must:

- f) set out the reasons for the appeal
- g) state in which way the appellant’s rights have been affected by the decision
- h) state the remedy sought
- i) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of uBuhlebezwe Municipality’s acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of uBuhlebezwe Municipality’s appeals process.”

F.3.17 Provide Copies of the Contracts

Add the following to the end of **Clause F.3.17**:

“The number of paper copies of the signed contract to be provided by the Employer is ONE.”

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

T.1.2.3.2 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R4 800** per month and an additional **R200** per month airtime and data allowance throughout the contract.

T.1.2.3.5 Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Relocation of existing fences
- Traffic control
- Packing of gabion stone for gabion walls and mattresses
- Construction of stone pitched / concrete lined stormwater channels
- Construction of concrete lined drains
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- Installation of guardrails
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rate is **R170/day**. It's should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

Part T2: Returnable Documents

	<u>Page</u>
T2.1 List of Returnable Documents	30
T2.2 Returnable Schedules	31-70

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

T2.1 LIST OF RETURNABLE DOCUMENTS

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

SCHEDULE	DESCRIPTION	PAGE	ATTACHED
	Returnable documents required for tender evaluation purposes		YES/NO
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers		
A1	Clarification Meeting Certificate	32	
A2	Authority To Sign Documents	33	
A3	Certificate or Authority for Joint Ventures	34	
A4	JV Agreement	35	
A5	Preliminary Programme	36	
A6	Bank Rating Certificate	37	
A7	Schedule of Work Experience of Tenderer	38	
A8	Tender's Current Projects and Size of Enterprise	39	
A9	Proposed Key Personnel of Enterprise	40	
A10	Schedule of Construction Plant	41	
A11	Company Registration Documents	43	
A12	ID Copies for Members	44	
A13	Alterations / Amendments by Tenderer	45	
A14	Record of Addenda to Tenderers	46	
A15	Declaration of Interest (MBD4)	47	
A16	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MDB6.1)	49	
A17	Declaration Certificate for Local Production and Content (MBD6.2)	54	
A18	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	58	
A19	Certificate of Independent Tender Determination (MBD 9)	60	
A20	Proof of Municipal Account	63	
A21	Form concerning fulfilment of the construction regulations 2014	64	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB Contractor Registration Certificate	66	
B2	Tax Clearance Certificate & Verification Pin	67	
B3	BBBEE Certificate or Affidavit	68	
B4	Proof of Central Supplier Database (CSD) registration	69	
B5	Letter of Good Standing	70	
Schedule C	Other Documents that will form part of The Contract		
C1.1	Form Of Offer And Acceptance	72	
C1.2	Contract Data	77	
C1.3	Tenderer's Direct Participation of Targeted Labour	83	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	86	
C1.5	Proforma Performance Guarantee	88	
C1.6	Occupational Health And Safety Agreement	91	
C2.1	Pricing Instructions	94	
C2.2	Pricing Data and Bill of Quantities	95	
C3	Scope of Work	117	
C4	Site Information	154	

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*
of (tenderer)
.....
of (address)
.....
.....
Telephone number
Fax number
Email
on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF UBUHLEBEZWE MUNICIPALITY:

NAME	SIGNATURE	DATE	

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME	SIGNATURE	DATE	

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A2. AUTHORITY TO SIGN DOCUMENTS

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

.....

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

.....

.....

*Delete whichever is inapplicable

1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

Mr/Ms, authorised signatory of the company, close corporation or partnership.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

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

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A5. METHODOLOGY AND PRELIMINARY PROGRAMME

The tenderer must attach hereto the methodology and preliminary programme.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A6. BANK RATING CERTIFICATE

The tenderer must attach hereto the bank rating certificate.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION		
Site Agent					
General Foreman					

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A15. DECLARATION OF INTEREST (MBD 4)

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

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

**A16. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A17. MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

2. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Welded steel fabric</u> _____	<u>100</u> %
<u>Gabions</u> _____	<u>100</u> %
<u>Wire(Fencing)</u> _____	<u>100</u> %
_____	_____ %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A18. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any 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, renege on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all tenders¹ 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 TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (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

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A20. PROOF OF MUNICIPAL ACCOUNT

The tenderer shall attach hereto proof of municipal accounts not older than 2 months, in the form of either a municipal account statement or a letter from the property owner if renting. The letter should state that rent is paid up to date and indicate whether municipal accounts are included in the rent. The letter should not be older than 2 months.

The following documents will not be accepted; Telkom statement, Eskom statement or proof of residence signed by a ward Councillor.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

A21. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

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

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

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

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

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

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

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

5. Potential key risks identified and measures for addressing risks:

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

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

(Tick)

YES	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

B2. TAX CLEARANCE COMPLIANCE STATUS (PIN) CERTIFICATE (MBD 2)

The tenderer shall attach hereto a valid Tax Clearance Compliance Status (Pin) Certificate from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Compliance Status (Pin) Certificate.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

B3. B-BBEE CERTIFICATE / AFFIDAVIT

The tenderer must attach hereto a B-BBEEE Certificate issued by an authorised body as per the Preferential Procurement Regulations. Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

B4. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

B5. LETTER OF GOOD STANDING (COID)

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

	<u>Page</u>
C1.1 Form Of Offer And Acceptance	72
C1.2 Contract Data	77
C1.3 Tenderer's Direct Participation of Targeted Labour	83
C1.4 Tenderer's Direct Participation of Targeted Enterprises	86
C1.5 Proforma Performance Guarantee	88
C 1.6 Occupational Health And Safety Agreement	91
C 2.1 Pricing Instructions	94
C 2.2 Bill of Quantities	95

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.1. Form of Offer and Acceptance Offer

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

BID NO: UBU-B-06/05/20 – CONSTRUCTION OF THANDABANTU ACCESS ROAD

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

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

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

.....

..... RAND (in words);

R (in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreement and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

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

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY

29 Margaret Street

P.O Box 152, uBuhlebezwe

3276

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

1.	Subject
	Details

2.	Subject
	Details

3.	Subject
	Details

4.	Subject
	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY UBUHLEBEZWE MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the(day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date **six (6) months** after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is Ubuhlebezwe Municipality represented by Mr G.M Sineke and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Employer's Agent

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, BI Infrastructure Consultants (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is: BI Infrastructure Consultants (Pty) Ltd or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement Contract.

Clause 1.1.1.28: Scope of Work

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 "Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

Clause 1.2.1.2: Notices

The name of the Employer is : Ubhlebezwe Municipality
The address of the Employer is : 29 Margaret Street, Ixopo, 3276
The name of the Employer's Agent is : BI Infrastructure Consultants (Pty) Ltd
The address of the Employer's Agent is : 42A Montgomery Drive
Athlone
PIETERMARITZBURG
3201

Clause 1.3.5: Contractor's Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer's Approval Required

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days is Saturday, Sunday, the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on **13 December 2020** and ends on **06 January 2021**.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

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

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

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

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

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.8.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is **R 1 500.00** per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
The Proforma Performance Guarantee shall be worded as set out in the document included in C1.5.
The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

Add the following to Clause 6.10.3:

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Employer’s Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer’s Agent ..” and replace with the words “.. the full limit of retention money shall be held until the Employer’s Agent ..”

Clause 6.10.5.1

In the sixth line, delete the words “ .. of the second half ..”

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and stormwater channel.

- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

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

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

Telephone:.....

Fax:.....

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.3. Tenderer's Direct Participation of Targeted Labour

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

1.3 Target Area

For this project, the target area is defined as **ward 3** of the **Ubhlebezwe Municipal Area**.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Relocation of existing fences
- Packing of gabion stone for gabion mattresses
- Construction of stone pitched drains
- Installation of subsurface drainage system
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- General cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_0) \times N_A$$

Where D = tendered Contract Participation Goal percentage.

Do= the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% (minimum: **10%**) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:
.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.4. Tenderer's Direct Participation Of Targeted Enterprises

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Enterprise

Targeted Enterprises are those majority Black-owned SMMEs whose primary area of operation is within the uBuhlebezwe Municipality boundary. Where there are no suitable targeted enterprises within uBuhlebezwe Municipality boundary that can be engaged to supply particular goods and services required a suitable majority Black-owned SMME whose primary area of operation is within the Harry Gwala District Municipality boundary will be accepted as a targeted enterprise.

2. Conditions associated with the Contract Participation Goals (CPG)

The tenderer undertakes to:

- 1) Appoint targeted enterprises to undertake a minimum of **20 %** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

3.3 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (NA) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

- Where
- P = $0,50 \times (D - D_0) \times NA$
 - D = Tendered Contract Participation Goal percentage.
 - D₀ = the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
 - NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)
 - P = Rand value of penalty payable

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of % (minimum: **20%**).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
Total			

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.5. Proforma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

Physical address:

“Employer” means: UBUHLEBEZWE MUNICIPALITY

“Contractor” means:”

“Employer’s Agent” means: BI Infrastructure Consultants (Pty) Ltd

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C1.6. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN UBUHLEBEZWE MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,

representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

+
COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UBUHLEBEZWE MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

		<u>Page</u>
C2.1	Pricing Instructions	94
C2.2	Bill of Quantities	95

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications (1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill 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.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C2.2. Bill of Quantities

Section	Description	Page
1200	GENERAL REQUIREMENTS AND PROVISIONS	96
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	97
1500	ACCOMMODATION OF TRAFFIC	98
1600	OVERHAUL	99
1700	CLEARING AND GRUBBING	100
1800	DAYWORKS	101
2100	DRAINS	102
2200	PREFABRICATED CULVERTS	103
3300	MASS EARTHWORKS	105
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	106
5100	ACCOMMODATION OF TRAFFIC	107
5200	GABIONS	108
5400	GUARDRAILS	109
5600	ROAD SIGNS	110
5900	FINISHING THE ROAD AND ROAD RESERVE	111
8100	TESTING MATERIAL AND WORKMANSHIP	112
	SUMMARY	113

**SECTION
1200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.02	Relocation and protection of services				
	(a) Dealing with existing services (ii) Water Mains	P Sum	1	70 000.00	70 000.00
	(b) Contractor's handling costs, profit and all other charges in respect of Sub-items B12.01(a) above:	%	70 000.00		
B12.03	Community Liason Officer				
	(a) Salary of Community Liason Officer	Month	6	5 000.00	30 000.00
	(b) Extra over item B12.03 (a) for contractor's overheads, administration charges and cost	%	30 000.00		
B12.04	Compliance with OHS Act (Act 85 of 1993)				
	(a) Compliance with Occupational and Safety (Act 85 of 1993) and all relevant and applicable Regulations, especially the construction Regulations, 2003 as promulgated on the 18 of July 2003 under Section 43 of the Occupational Health and Safety Act (Act 85 of 1993), and Covid-19 (C19 OHS), 2020 as gazetted including all amendments as amended from time to time for the duration of the contract	Sum	1		
	(b) Provision of an OH & S Plan in terms of clause 5 of the schedule, prior to the commencement of works as well as full consolidated copy of such plan at the completion of a record of all drawings, designs, copies of statutory appointment material used and other similar information	Sum	1		
	(e) Registration with Compensation Fund or Approved /licenced compensation insurer	Month	6		
1200	TOTAL CARRIED TO SUMMARY				

**SECTION
1300**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13.01	The Contractor's general obligations:				
	(a) Fixed obligations	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	month	6		
1300	TOTAL CARRIED TO SUMMARY				

**SECTION
1500**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	(a) Shaping of temporary deviations	km	1.4		
	(b) Providing access to properties during construction period	Sum	1		
15.02	Temporary traffic-control facilities				
	(a) Flagmen	man-day	240		
	(b) Portable STOP and GO-RY signs	No	4		
	(e) Road signs, R- and TR-series	No	8		
	(f) Road signs, TW-series	No	8		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m ²	6		
	(h) Delineators (DTG50J) Single	No	10		
1500	TOTAL CARRIED TO SUMMARY				

**SECTION
1600**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1600 16.01	<u>OVERHAUL</u> Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ -km	40 000		
1600	TOTAL CARRIED TO SUMMARY				

**SECTION
1700**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
17.01	Clearing and grubbing	ha	2.70		
17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	No.	4		
	(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 ²	5		
1700	TOTAL CARRIED TO SUMMARY				

**SECTION
1800**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Personnel				
	(a) Unskilled labour	h	8		
	(b) Semi-Skilled labour	h	8		
	(c) Skilled labour	h	8		
	(d) Ganger	h	8		
	(e) Flagmen	h	8		
B18.02	Plant				
	(a) Tipper Trucks				
	(i) 3 - 5 ton	h	8		
	(ii) 5.1 - 10 ton	h	8		
	(b) Loader (0.5m3 bucket)	h	8		
	(c) Grader (CAT 140G or similar)	h	8		
	(d) Vibratory roller	h	8		
	(e) Grid roller	h	8		
	(f) Walk behind roller	h	8		
	(g) Water Cart	h	8		
1800	TOTAL CARRIED TO SUMMARY				

**SECTION
2100**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100	<u>DRAINS</u>				
21.01	Excavation for open channel drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level: (Rate to include for grading of excavations and disposal of material as directed including a free haul of 1.0km.)				
	(i) 0m up to 1.5m	m ³	3 000		
	(ii) exceeding 1.5m and up to 3.0m	m ³	40		
	(b) Extra over subitem 21.01a(i) and 21.01a(ii) for excavation in hard material, irrespective of depth	m ³	600		
2100	TOTAL CARRIED TO SUMMARY				

**SECTION
2200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2200	<u>PREFABRICATED CULVERTS</u>				
22.01	Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m (ii) Exceeding 1,5 m and up to 3,0 m (b) Extra over subitem 22.01(a) for excavation in intermediate material, irrespective of depth (c) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	120		
22.02	Backfilling: (a) Using the excavated material (b) Using imported selected material	m ³	50		
22.03	Concrete pipe culverts on Class A bedding: (a) 450mm dia Class 100D (b) 600mm dia Class 100D	m	20		
		m	55		
2200	TOTAL CARRIED FORWARD				

**SECTION
2200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
22.07	Cast in situ concrete and formwork: (c) In inlet and outlet structures, skewed ends, cathpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (i) Inlet and outlet structures of pipe culverts, Class 25/19 concrete	m ³	12.00		
22.1	Steel Reinforcement (c) Welded steel fabric (i) Mesh ref 311	m ²	70.00		
22.17	Manholes, Catchpits as indicated on tender drawings, precast inlet and outlet structures complete (a) Inlet and outlet structures (masonry)	number	7		
22.18	Brickwork: (a) 230 mm thick	m ²	10		
2200	TOTAL CARRIED FORWARD				

**SECTION
3300**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3300	<u>MASS EARTHWORKS</u>				
33.01	Cut and borrow to fill,including free -haul up to 1.0km (a) Existing material in compacted layer thicknesses of 150mm and less: (i) Compacted to 90% of modified AASHTO density	m ³	7 500		
33.04	Cut to spoil, including free-haul up to 1.0 km. Material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Boulder Excavation Class A (d) Boulder Excavation Class B	m ³	400		
		m ³	600		
		m ³	40		
		m ³	100		
33.05	Overbreak in hard and boulder class A excavation	m ²	920		
33.07	Removal of unsuitable material (including free haul of 0.5km): (a) In layer thicknesses of 200mm and less (i) stable material (ii) unstable material	m ³	30		
		m ³	500		
33.10	Roadbed preparation and the compaction of material: (a) Compaction to 90% of modified AASHTO density of roadbed material	m ³	3 000		
3300	TOTAL CARRIED TO SUMMARY				

**SECTION
3400**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3400	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km: (f) Gravel shoulders compacted to 93% of modified AASTHO (g) Gravel wearing course compacted to 93% of modified AASTHO	m ³	300		
		m ³	2500		
3400	TOTAL CARRIED TO SUMMARY				

**SECTION
5100**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5100	<p><u>PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</u></p>				
51.01	<p>Stone pitching</p> <p>(c) Grouted stone pitching on a concrete bed 80mm thick</p>	m ²	200		
5100	TOTAL CARRIED TO SUMMARY				

**SECTION
5200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5200	<u>GABIONS</u>				
52.01	Foundation trench excavation and backfilling (b) In other classes of material other than rock	m ³	50		
52.02	Surface preparation for bedding of the gabions	m ²	50		
52.03	Gabions: (a) Galvanised gabion boxes	m ³	100		
52.04	Filter fabric (Grade C Geofabric)	m ²	250		
5200	TOTAL CARRIED TO SUMMARY				

**SECTION
5400**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5400	<u>GUARDRAILS</u>				
54.01	supply, deliver, handle and erect guardrails including all materials, labour and galvanising complete with posts, spacer blocks,bolts,nuts,washers, reinforcement plates and excavating in all classes of material backfilling post holes, including concrete backfill and removal of surplus excavated material:				
	(a) Galvanised	m	10		
54.03	Extra over item 54.01(a) for horizontally curved guardrails factory bent to a radius of less than 45m	m	10		
54.04	End treatments				
	(a) End wings	No.	4		
	(b) Bull noses	No.	8		
54.05	Additional guardrail posts				
	(a) Timber	No.	10		
54.06	Supply all materials and labour required for manufacturing, painting and fixing:				
	(a) reflective plates	No.	10		
54.13	Extra over item 54.01 for drilling and blasting holes for guardrail posts	No.	7		
5400	TOTAL CARRIED TO SUMMARY				

**SECTION
5600**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<p>5600</p> <p><u>ROAD SIGNS</u></p> <p>B56.01</p>	<p>Road sign boards complete with supports with Class 1 retro-reflective background. Symbols and lettering in semi matt black. Borders in Class 1 retro- reflective material, where the signboard is constructed from:</p> <p>(c) Prepainted galvanised steel plate (1.2mm chromadek or approved equivalent)</p> <p>(i) 900mm diameter Round or Stop signs:</p> <p>-1.00 - R 201 (60)</p> <p>(ii) 900mm Triangular signs: - W310</p> <p>(iv) 150mm x 600mm Hazard Marker Signs - W401 / W402</p> <p>Rates shall include full compensation for providing the completed road sign board, frame, fixing brackets, including painting, galvanising if specified, reflective lettering, symbols legends and borders, attaching the road sign board to the road sign support, and for all other materials and workmanship, brackets, bolts, nuts, etc for the completion of road sign boards as specified.</p>				
<p>56.03</p>	<p>Road sign supports:</p> <p>(b) Timber</p> <p>(i) 75mm diameter (ii) 100mm diameter</p>	<p>No. No.</p>	<p>20 4</p>		
<p>56.05</p>	<p>Excavation and backfilling for road sign supports:</p> <p>(a) Excavation for sign supports</p> <p>Rate shall be in full compensation for excavating, backfilling and compacting the backfill material, for disposal of all surplus excavated material and for providing the backfill material and mixing it with cement.</p>	<p>m³</p>	<p>10</p>		
<p>5600</p>	TOTAL CARRIED TO SUMMARY				

**SECTION
5900**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5900	<p><u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u></p>				
59.01	<p>Finishing the road and road reserve:</p> <p>(b) Single-carriageway road</p>	km	2.8		
5900	TOTAL CARRIED TO SUMMARY				

**SECTION
8100**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8100	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	Prov sum	1	15 000.00	15 000.00
	(b) Charge on prime cost	%	15 000.00		
8100	TOTAL CARRIED TO SUMMARY				

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	Amount
1200	GENERAL REQUIREMENTS AND PROVISIONS	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
1500	ACCOMMODATION OF TRAFFIC	R
1600	OVERHAUL	R
1700	CLEARING AND GRUBBING	R
1800	DAYWORKS	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	R
5200	GABIONS	R
5400	GUARDRAILS	R
5600	ROAD SIGNS	R
5900	FINISHING THE ROAD AND ROAD RESERVE	R
8100	TESTING MATERIAL AND WORKMANSHIP	R
	Sub Total	R
	Add 10% contingencies	R
	Sub Total	R
	Add 15% VAT	R
	TOTAL	R

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

Declaration

(In respect of completeness of Tender)

uBuhlebezwe Municipality
Municipal Building
29 Margaret Street
Ixopo

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document comprising **156** pages + the Bill of Quantities comprising **17** pages in consecutive order upon which my/our tender for the **BID NO: UBU-B-06/05/20 - CONSTRUCTION OF THANDABANTU ACCESS ROAD** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

	<u>Page</u>
C3.1 Description Of The Works	117
C3.2 Procurement	119
C3.3 Engineering	120
C3.4 Construction	121
C3.5 Particular Specification	123

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

- Drawings
- Scope of Work
- Specifications

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The Ubhulebezwe Municipality is embarking on an urgent project to Construction of Thandabantu Access Road in Ward 3. The existing roads are access tracks that have not been developed before, the intention is to construct the roads with a gravel surface finish.

The communities of Thandabantu are presently served by access tracks that have deteriorated drastically to such an extent that the tracks are not usable for vehicular traffic. Therefore, there is an urgent need to construct the road to gravel top surface finish. The objective of the employer is to finish construction during the 2020/21 financial year.

The project entails the construction of 2740m road, and the project shall be done in a single phase

The road is to be constructed in accordance with COLTO standards. The terrain in the area is very steep and undulating. In addition, the roadbed is rocky and there are excessive boulders on site.

C3.1.2 Overview of the Works

The road length is approximately 2740m and the construction period is 6 months. The road is currently a rough, below basic dirt road and is not trafficable in wet weather. The project aims to upgrade it to an acceptable standard, to improve the socio-economic conditions of the local community.

The works will constitute the following items:

1. 2740m X 5.9m wide gravel road
2. Shaping road and construction of 5760 long V-drains (1m wide X 0.5m Deep)
3. 7No. Pipe crossings of 600/900mm diameter rc pipe
4. Cutting to spoil top 150mm layer
5. Ripping and compacting existing in-situ 150mm thick layer to 95% MOD ASSHTO
6. Placing and compacting to 150mm G7 surfacing layer to 98% MOD ASSHTO.

C3.1.3 Extent of Works

The broader scope of work comprises mainly the following;

- Establishment on site and clearing and grubbing;
- Proving, exposing and relocation of water sewer services;
- Setting of delineators to separate and protect the travelling public from the construction activities;
- Accommodation of traffic;
- Survey requirements;
- Clearing and grubbing of the road prism including the removal of trees;
- Construction of pipe culverts where required;
- Removal of existing structures and construction of new concrete structures where required;
- Construction of all layerworks comprise of G9 and G7;
- Road prism drainage;
- Construction of erosion protection measures (gabions, stone pitching, etc.);
- Installation of guardrails;
- Finishing and cleaning up of the road and road reserve;
- Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities;
- Removal of all site establishment facilities and constructional plant on completion of the Works; and
- Making good of any defects during the Defects Liability Period.

C3.1.4 Location of the Works

The roads are situated in Ward 3 area within the Ubuhlebezwe Municipality.

- Coordinates: from: 30° 8' 57" S, 30° 16' 21" E to 30° 8' 12" S, 30° 17' 32" E

C3.1.5 Description of Site and Access

The site can be accessed from Ixopo by driving 14km south east on R612 towards Umzinto North, turning left into P382 and driving 4.2 km towards Rydal, continuing for 12km on P113 and turning right and driving 1.6km on P77 to arrive to site

C3.1.6 Temporary Works

All design and the construction of any temporary works must be approved by the Engineer.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.2. Procurement

C3.2.1 Preferential Procurement Procedures

C3.2.1.1 Requirements

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

C3.2.1.2 Resource Standard Pertaining to Targeted Procurement

State the number, title, part and edition of SANS 1914 Targeted Procurement applicable to the contract and all data, variations and definitions required - e.g. definitions of targeted groups, weighting factors etc. (Refer to SANS 10396 for specific guidance)

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.2.2 Subcontracting

C3.2.2.1 Scope of Mandatory Subcontract Works

No requirements specified.

C3.2.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.2.2.3 Subcontracting Procedures

Subcontractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a subcontractor shall be selected in consultation with the Employer.

C3.2.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.3. Engineering

C3.3.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for location of and protection of existing services
- Preparation of as-built drawings

C3.3.2 Drawings

It will be the contractor's responsibility to produce any Bulk Earthworks drawings and variations to the design and as built drawings.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

The specification for the contract is the COLTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.

C3.4.1.1.1 Applicable Technical Recommendations for Highways (TRH)

- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C3.4.1.1.2 Applicable Technical Methods for Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets
- TMH 11 Standard Survey Methods

C3.4.1.2 Particular Specifications

Refer to C3.5.

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of roads and the ancillary works.

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

C3.4.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services requires temporary or permanent relocation. Special care should be taken working underneath overhead lines.

C3.4.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.4.4.4 Damage To Services

It is the responsibility of the contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main contractor shall be responsible for the repair of the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

None

C3.4.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.4.5.3 Storage and Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C3.4.5.4 Other Facilities and Services

No requirements are specified.

C3.4.5.5 Vehicles and Equipment

No requirements are specified.

C3.4.5.6 Advertising Rights

It is the main contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main contractor.

C3.4.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing

C3.4.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.4.7 Permits and Way Leaves

No requirements are specified.

C3.4.8 Water for Construction Purposes

The onus lies with the main contractor to source and pay for construction water. The quality of the construction water should be as specified is COLTO.

C3.4.9 Survey Control and Setting Out of the Works

The setting out benchmarks is provided by the Employer. It is the contractor's responsibility to ensure that the setting out benchmarks is correct and to use these benchmarks for setting out.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.5. Particular Specifications

C3.5.1	Variations and Additions to Standard Specification	124
C3.5.2	Health & Safety Specification	137
C3.5.3	Environmental Management Plan	148
C3.5.4	Drawings List	152

UBUHLEBEZWE MUNICIPALITY

BID NO: UBU-B-06/05/20

CONSTRUCTION OF THANDABANTU ACCESS ROAD

C3.5.1 VARIATIONS & ADDITIONS TO STANDARD SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

COLTO SERIES 1000: GENERAL

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(c) Allowance Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R4 000.00 per month throughout the contract.

(d) Allowance for In-Service Training

Ubuhlebezwe Municipality is committed in ensuring that necessary skills are transferred to local people. The Municipality has undertaken to employ 1 student that is studying towards Engineering Profession for in-service training purpose.

The contractor is required to remunerate 1 student employed. The successful candidate will be communicated in writing to the contractor; the student will then be required to furnish the required documents as requested by contractor in order to allow timeous remuneration payments.

B1302 PAYMENT

Item

B13.02 Provisional Sums

Add the following pay subitem.

- "(a) Allowance for Community Liaison Officer (CLO) at R4000 per monthMonth
- "(b) Overhead charges and profit on {(c)}..... %
- "(c) Allowance for in-service training for local graduate not exceeding R5500 per month
..... Sum
- "(d) Overhead charges and profit on {(e)} %
- "(e) Allow provisional sum for relocation of
services.....Sum
- "(f) Overhead charges and profit on {(g)}..... %

B1303 PAYMENT

Item

B13.03 (a) OHS Obligations - Fixed

Add the following pay subitem:

- "(i) Allowance for OHS Obligations.....Sum
- "(ii) PPE for in service student..... Sum
- "(iii) Overhead charges and profits on (ii)..... %

Item

Unit

B13.03 (b) OHS Obligations – Time Related

Add the following pay subitem:

- "(i) Time related Obligations.....Month

Add the following sub-sub-clause defining 'the contractor's general obligations':

- "(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan."

Delete the third paragraph commencing "Should the final value of the work".

In the 11th paragraph, the following amendments apply:

- Start the paragraph to read "The tendered rate per month for all time related pay items represent full compensation ..."; and

Add the following at the end of sub-clause (b) of the 11th paragraph:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%."

Add the following new paragraphs:

"Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation including, but not limited to, initial start-up costs, submission and maintenance of OHS file, statutory medical checks, induction, PPE etc . **Payment will only be made approval on the contractor's OHS plan.**

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

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation which will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

Insert the following paragraphs:

"The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor's Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

B1304 TACHOMETRIC SURVERY

Item

B13.04

Add the following pay subitem:

- "(a) Additional Survey Requested by the Engineer
- "(b) Overhead charges and profits on (a).....

B1305 PAYMENT

Item

B13.05 The contractor's general obligations

Add the following pay subitem:

- "(a) Daywork

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4508/9 or (012) 3344510 Fax: (012) 323 0009.

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

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(f) Approval of temporary deviations

Add the following:

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

(i) Traffic Safety Officer

Add the following to the end of the second paragraph:

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

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

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

Delete sub-sub-clauses (ii) and (iii) and replace with the following:

- "(ii) Record on neat and dimensioned sketches and submit to the Employer's Agent the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, guardrail and permanent or temporary painted road marking feature (Only the relevant measurements). The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the Employer's Agent.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Employer's Agent such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed.”

Add the following sub-sub-clauses:

- “(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor’s site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor’s establishment on site.

- (x) Ensure that all obstructions related to the contractor’s activities be removed before nightfall where applicable as instructed by the Employer’s Agent and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information.”

Add the following sub-clauses:

“(j) **“U” turns**

No vehicle or item of equipment shall be allowed to make “U” turns under any circumstances.

(k) **Site personnel**

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

(l) **Failure to comply with provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer’s Agent, shall be sufficient cause for the Employer’s Agent to apply penalties as follows:

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

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

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, canalisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employer's Agent shall not be departed from without prior approval of the Employer's Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the Employer's Agent where deemed necessary to accommodate local site geometry and traffic conditions."

(b) Road signs and barricades

Add the following:

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

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs."

(e) Warning devices

Add the following:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employer's Agent.

(i) Vehicle mounted flashing lights

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

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

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

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Employer's Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following sub-clauses:

"(g) Other traffic control measures ordered by the Employer's Agent

The Employer's Agent may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Employer's Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employer's Agent may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone."

SECTION B1600: OVERHAUL

B1602 DEFINITIONS

(b) Overhaul

Replace the sub-clause with:

"Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.

(d) Free-haul distance

Replace the last sentence with:

“This distance shall be 1 kilometre in the case of all overhaul materials”

SECTION B1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(c) Conservation of topsoil

Add to the end of the 1st paragraph:

“The contractor will not be required to remove topsoil to more than an average depth of 400mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work.”

Replace the second paragraph of this clause with the following:

“After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Employer’s Agent, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802(g) of this project specification.”

B1704 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item

B17.01 Clearing and grubbing hectare (ha)

Add the following to the measurement and payment paragraphs:

“Clearing and grubbing of the construction site camp / office shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01”

Add the following new payment item:

Item

B17.07 Removal of topsoil to temporary stockpiling thereof:

(a) Topsoil from within the limits of the road prism (including 1 km free haul).....cubic metre (m³)

The unit of measurement for items (a) shall be the cubic metre of topsoil removed to temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the Employer’s Agent as to the depth of topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would normally be classed as topsoil has also been excavated, the excavation

shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the Employer's Agent not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Employer's Agent.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed."

COLTO SERIES 2000: DRAINAGE

SECTION B2100: DRAINS

B2101 SCOPE

Amend the first paragraph to read:

"This section covers all new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer's Agents, and the test flushing of subsoil drains."

SECTION B2200: PREFABRICATED CULVERTS

B2218 MEASUREMENT AND PAYMENT

Add the following pay items:

"Item

B22.07 Cast in situ concrete and formwork

- | | | |
|------|---|-------------------------------|
| (f) | In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, including formwork and class U2 surface finish Crushed, washed stone obtained from commercial source for: | |
| (i) | Inlet and outlet structures concrete class 30/19 as per Contract Drawing | cubic metre (m ³) |
| (ii) | Dish drain crossing as per Contract Drawing Concrete class 30/19 | cubic metre (m ³) |

Payment for formwork and cast in situ concrete shall be included in the contractor's rate for these items and shall include full compensation thereof.

SECTION B3300: MASS EARTHWORKS

B3312 MEASUREMENT AND PAYMENT

General Directions

Amend the following sub-clause to read:

"(3) Work in restricted areas

No additional payment will be made for work in restricted areas"

Add the following sub-clause:

"(4) The freehaul distance for all items unlimited"

Add the following new payment item

“Item I

B33.11 **Extra over item 33.10 for adding G7 material from a commercial source as specified in subsubclause 3207(b)(iii)**cubic metre (m³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3407 MEASUREMENT AND PAYMENT

Add to the following payment item:

“Item

B34.01 Pavement layers constructed from gravel taken from commercial sources

(h) Base layer compacted to:

(iii) 95% of modified AASHTO density 150mm thick G4, as per material specification of TRH20cubic metre.(m³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The wearing course shall be as per the material specification of TRH20 for a wearing course and as directed by the Employer’s Agent.”

COLTO SERIES 5000: ANCILLARY ROADWORKS

SECTION B5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5102 MATERIALS

(a) **Stone**

Replace the 2nd paragraph with the following:

“Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Employer’s Agent.” Commercial laboratory testing

SECTION B5600: ROAD SIGNS

B5601 SCOPE

Replace “South African Road Traffic Signs Manual” in the second paragraph with:

“SADC Road Traffic Signs Manual”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) **Road signboards**

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall

provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road signboards

Add the following:

"Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following sub-clause:

(e) Application of retro-reflective material

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

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

B5605 STORAGE AND HANDLING

Add the following:

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

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

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

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

B5609 MEASUREMENT AND PAYMENT

Item

B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:

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

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

SECTION B5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901 SCOPE

In the first line of the second paragraph, insert the following after ‘this section’

“...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section”

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new sub-clause:

“(a) New construction”

Replace the sixth paragraph with:

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

Add the following:

“(b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

COLTO SERIES 8000: SUNDRIES

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

Add the following clause:

“B8118 PROPRIETARY RESINS, GROUTS AND MORTAR

All proprietary cementitious and epoxy resin, grouts and mortars shall comply with the manufacturer’s specifications. The manufacturers or suppliers shall provide recent test reports from an approved laboratory to prove such compliance and shall also provide test certificates of recent tests on the materials.

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

Epoxy resin grouts and mortars shall show no shrinkage and a maximum 2,0% expansion from the time of placement when tested according to ASTM C 827 (modified). The coefficient of thermal expansion shall not exceed 0,000055/°C when tested according to ASTM C 531.

The manufacturer shall submit to the Employer’s Agent samples of the proposed materials together with complete technical details including mixing ratios and times, pot life, setting and curing times, strength, volume change, thermal expansion, creep characteristics etc.

As part of the Contractor’s process control in terms of sub-clause 8103(a), testing shall be undertaken on the materials delivered to site to monitor compliance with the manufacturer’s specifications. All new batches of materials shall be tested by the Contractor and approved by the Employer’s Agent prior to incorporation into the works.

Strength testing shall be undertaken, using 75mm or 100mm cubes, on samples taken from the mixed material actually being used in the work at the time of its use.”

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

C3.5.2 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR THE
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

1. Interpretations

1.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

1.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3 Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

2.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.5 Occupational Health and Safety Policy & Asbestos

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the contractor.

Asbestos

If the contractor intends to carry out any work with asbestos, the appointed contractor for the construction of Thandabantu Access Road is required to appoint a registered asbestos remover/contractor to handle all asbestos work.

2.6 Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall ensure a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.8 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly, and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work.

2.10.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained, and appropriate records kept.

- * First Aid dressing registers.
- * Firefighting equipment
- * Lifting equipment
- * Lifting gear
- * Portable electrical equipment
- * Stacking and storage inspections
- * Explosive power tools
- * Materials hoist (where applicable)
- * Pressure Vessels
- * Ladders
- * Excavations
- * Safety harnesses
- * Scaffold-static and mobile.
- * Pneumatic tools
- * Construction vehicles and mobile plant.
- * Health and Safety Representatives checklists

2.13 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel.
2. Details of emergency services.
3. Actions or steps to be taken in the event of the specific types of emergencies.
4. Information on hazardous material/situations.

Emergency procedure(s) shall include but shall not be limited to fires, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities including first aid boxes adequately stocked at all times. All Sub-Contractors with more than 5 employees shall supply their own first aid box and Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.16 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as BI Infrastructure Consultants Consulting Engineers of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all employees are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors as they are all employers in their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limited to "no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Principal Contractor when appointing other Contractors as 'Sub-contractors', shall ensure compliance.

2.21 Physical Requirements

2.22 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the employees.
- d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible persons at all times.
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.24 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor and a SWP shall be submitted to the Client for approval before commencement of this work.

2.25 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.26 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.27 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.27 Plant and Machinery

2.28 Construction Plant

“Construction Plant” includes all types of plant including but not limited to cranes, piling rigs, excavators, construction vehicles and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- * Defective exhaust systems
- * Serious oil or fuel leaks
- * Unsafe bodywork or loads
- * Non-standard equipment fitted.
- * Improperly seated passengers
- * Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.29 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

2.30 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.31 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.32 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work

and in possession of a medical certificate of fitness to be available on site.

2.33 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.34 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.35 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees are aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.
(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.37 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be in the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.38 Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.40 Occupational Health

2.41 Occupational Hygiene

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.42 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.43 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

**PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)
PROJECT: CONSTRUCTION OF THANDABANTU ACCESS ROAD**

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Construction work	Complete Schedule 1 (Regulations 4 of the construction regulation)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

PROJECT: CONSTRUCTION OF THANDABANTU ACCESS ROAD

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & safety Matters.
Incident Investigator	GAR 9(2)	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

OTHER REQUIREMENTS

PROJECT: CONSTRUCTION OF THANDABANTU ACCESS ROAD

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every employee before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> • Incidents / accidents and investigations • Non-conformances by employees & contractors • Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as emergency telephone numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before employees are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Firefighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

C3.5.3 CONSTRUCTION ENVIRONMENTAL PLAN

WORKS SPECIFICATIONS

PART C: Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment, and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Wastewater from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 Noise

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3) and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHS (1993) which gives safe clearances for various voltages.

PES12 Removal Of Protected Plants From Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention and Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all workstations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be

extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) i.e.. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example, mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and UBUHLEBEZWE Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

**UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD**

C3.5.4 DRAWINGS LIST

1. Bound into this Document

<u>Drawing Number</u>	<u>Description</u>
BII246/09/01	Road Design Layout and long section 0 -1520
BII246/09/02	Road Design Layout and long section 1520 - 2740

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer's Agent, or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

Part C4: Site Information

	<u>Page</u>
C4.1 Geotechnical Report	154
C4.2 Locality Plan	155
C4.3 Tender Drawings	156

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C4.1. Geotechnical Investigation

The geotechnical investigation has been undertaken and the geotechnical report is available. Bidders who require a copy of the report are required to liaise with the Engineer for access to the geotechnical report.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C4.2. Locality Plan



UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-06/05/20
CONSTRUCTION OF THANDABANTU ACCESS ROAD

C4.3. Tender Drawings

The full set of tender drawings, A3 size is attached hereto.

BII246/09/01	Road Design Layout and long section 0 -1520
BII246/09/02	Road Design Layout and long section 1520 - 2740

