

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: LNM017/2020/21 READVERT

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

LEPELLE NKUMPI LOCAL MUNICIPALITY

CLOSING DATE: 18 AUGUST 2021

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
TECHNICAL SERVICES (PMU): Mr Tebogo Phasha LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4556/7 Fax: (015) 632 4594	SUPPLY CHAIN MANAGEMENT Mr Jeffrey Pitseng LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4531/38 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

FAX NUMBER : _____

CENTRAL SUPPLIER DATABASE NO : _____

BBBEE STATUS : _____

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

R..... (In figures)



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfillment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

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Contractor

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LEPELLE-NKUMPI LOCAL MUNICIPALITY



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RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

PART T1

TENDERING PROCEDURES

Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti Fraud Hotline number: 0800 20 50 53

Contractor

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Employer

Witness 1

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TENDERING PROCEDURES

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1.1

Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum 4CE** and are in good standing with the South African Revenue Services.

Documents can be downloaded and printed from the municipal website (www.lepelle-nkumpi.gov.za).

A Compulsory Site meeting and Inspection will NOT be necessary for this tender request, any bidder interested in visiting the site can make appointments to be taken to site where project's construction will be taking place.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked "**Contract Number: LNM017/2020/21 – RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17.**"

Duly completed tenders shall be placed in the tender box situated at the main entrance of Lepelle-Nkumpi Municipality situated Civil Centre, Lebowakgomo Unit F, **not later than 11h00 on 18 AUGUST 2021.** No Fax or Late tenders will be accepted. The municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5/2000 and revised Preferential Procurement Regulation 2017 on Pre –qualification criteria for preferential procurement, 80/20 points system, where 80 points are for the price and 20 points for B-BBEE according to the said legislation and 100 points on Functionality.**

The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".

All Technical enquiries are to be directed to Mr. Tebogo Phasha on 015 633 4557.

**MANKGA KG
MUNICIPAL MANAGER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY					
BID NUMBER:	LN017/2020/21	CLOSING DATE:	18 AUGUST 2021	CLOSING TIME:	11H00
DESCRIPTION	Resealing of internal Street Zone A (Sechocho to Roman Catholic Church) WARD 17				
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

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle-Nkumpi Municipality	CONTACT PERSON	Mr. Tebogo Phasha
CONTACT PERSON	Jeffrey Pitseng	TELEPHONE NUMBER	015 633 4557
TELEPHONE NUMBER	015 633 4531	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Malekate.phasha@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	jeffrey.pitseng@lepelle-nkumpi.gov.za		

MBD1

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER.....:

FAX NUMBER :

E-mail ADDRESS

CONTRACT PRICE : R.....
(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

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LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART T1.2

TENDER DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (Jan 2009) as published in Government Gazette No: 31823, Board Notice 11 of 2008 of 30 February 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity 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.

Clause Number	
F.1.1	The Employer is: Lepelle-Nkumpi Local Municipality P/BAG X07 CHUENESPOORT 0745
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 OHS</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>The Employer is:</p>
	<p>Lepelle-Nkumpi Local Municipality</p> <p>P/BAG X07</p> <p>CHUENESPOORT</p> <p>0745</p>
F.1.5.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, 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, for a 4CE or higher class construction work, are eligible to have their tenders evaluated.</p>

Contractor

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Employer

Witness 1

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	<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the e lead partner has a Contractor grading designation in the 4CE OR higher class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations. <p>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".</p>	
F.2.2	<p>Compensation of tendering</p> <p>Accept that 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 satisfy requirements.</p>	
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	
F.2.4	<p>Confidentiality and copyright</p> <p>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.</p>	
F.2.5	<p>Reference documents</p> <p>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.</p>	
F.2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>	
F.2.7	<p>The arrangements for a compulsory site meeting are:</p>	
	<p>Date: N/A</p> <p>Starting time: N/A</p>	<p>Location: N/A</p>
F.2.10	<p>Pricing the tender</p> <p>State the rates and prices in Rand.</p>	

Contractor

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Employer

Witness 1

Witness 2

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. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F2.13.3	Tender offer communicated on paper shall be submitted as an original.
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:
	RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17 (LEPELLE NKUMPI MUNICIPALITY)
	Closing date and time: Closing date: 18 AUGUST 2021 Closing Time: 11H00
	Location of Tender box: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F.
	Physical address: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	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.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days .
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	The tenderer is required to submit a Performance Guarantee from an approved

Contractor

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Employer

Witness 1

Witness 2

	<p>insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) An original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p>
F.3.4	<p>The time and location for opening of the Tender offers are:</p> <p>Closing date: 18 AUGUST 2021 Closing Time: 11H00</p> <p>Location: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F.</p>
F3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p><i>Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u></i></p> <p><i>If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected.</i></p> <p><i>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 a bills of quantities applies) to achieve the tendered total of the prices.</i></p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.</p>
F3.11	

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LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART T1.3

Standard Conditions of Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex F

(Normative) Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
- 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) 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

c) 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 quality (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 read, copied and recorded. Writing 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.

Contractor

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Employer

Witness 1

Witness 2

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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 employer.

F.2.2 Cost of tendering

Accept that 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 satisfy requirements.

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 familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting@) are stated in the tender data.

F.2.8 See k 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.

Contractor

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Employer

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Witness 2

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

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer 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 in Mack 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.

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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 will 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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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 notarized 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

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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 clarification

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.3.2 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 seven 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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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 quality of the technical proposals offered by tenderers, then advice 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 quality evaluation more than the minimum number of points for quality stated in the tender

data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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) Detrimently affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

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F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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 it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. [5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.2 Scoring Financial Offers

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

N_{FO}	= $W_1 \times A$ where:		
N_{FO}	= the number of tender evaluation points awarded for the financial offer.		
W_1	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.		
A	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.		
Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

Where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring for B-BBEE

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EVALUATION PROCESS AND CRITERIA

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

Pre-qualification criteria for preferential procurement

- 1) That only one or more of the following tenders may respond
 - An EME or QSE
 - A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Administrative Compliance

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Tax Compliance Pin/ CSD number must be completed in MBD form 1
- Bid document must be completed in full and each page of the bid initialized or signed
- Alterations must be signed/initialized
- Copy of the company registration certificate must be submitted with the bid.
- Copy of BBBEE Certificate or original sworn affidavit must also be attached
- Certified copy of Identity document (ID) of all director (s) must be attached
- CIDB Grading 4CE OR Higher.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Complies with the requirements of the bid and technical specifications.
- Bidders to attach Authority for signatory in company letterhead - attach resolution
- Adheres to Pricing Instructions(e.g. Providing lump sums on quantified items in the BOQ)
- Letter of good standing from Department of Labour
- THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
- Bidders must attach the Statement of Municipal Rates on the municipality letterhead not older than 3 months for the company and all directors (if the Statement of Municipal Rates is not in the name of bidder and all directors affidavit from SAPS must be attached) or letter from Traditional Authority not older than 3 months for the company and all directors or a lease agreement for the company and all directors accompanied by municipal rate of the Lessor.
- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days)
- **Recovery of rates in arrears from tenants and occupiers**
 - (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may

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recover an amount only after the municipality has served a written notice on the tenant or occupier.

- (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
 - (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner. The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).
 - (4) After the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
 - (5) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
 - (6) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner. The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).
- Late bids shall not be admitted for consideration.

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Employer

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2. Functionality – Phase Two (100 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

	Functionality	Points Allocation
	Company Experience (Certified copy of appointment letters & Completion certificates for similar project) Each appointment together with completion certificate carries 10 Points Total	 Max 40
	Management and key Staff (Site Agent) Certified copy of Qualifications to be attached <ul style="list-style-type: none"> • Technical Certificate (N6 Civil Engineering) FET College • Technical Diploma (N dip) University of Technology • Degree (B-Tech, B Eng ,B sc Civil) University or University of Technology • Professional registration ECSA/SACPCMP (Pr. Techni, Pr CPM. Pr CM. Pr. Tech ,Pr. Eng Total	 10 15 20 25 Max 25
	Occupational Health and Safety Officer <ul style="list-style-type: none"> • Must be registered with the SACPCMP as a Professional body(Attached certified copy of OHS Registration Total	 10 Max 10
	Attached letter of intent from Registered financial institution with full details as guarantor in the amount of 10% as specified for surety purposes Total	 5 Max 5
	Plant (attach certified copies of registration documents of plants or letter of intent to rent) NB. In terms of hiring of Plant, letter of intent to rent must be accompanied by certified copies of registration documents from the plant company. Required Plant: TLB Water Tanker Roller Tipper Truck Grader Excavator Recycling Machine Total	 2 2 2 4 3 3 4 Max 20
	Total Points Achievable	100
	Minimum Score required	60

The bidder must score a minimum of 60 points in order to be evaluated further.

Witness 2

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- c) Other revisions agreed between the employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 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.

Contractor

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Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART T2

LIST OF RETURNABLE DOCUMENTS

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RETURNABLE DOCUMENTS

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PART T2.1

LIST OF RETURNABLE DOCUMENTS AND RETURNABLE SCHEDULES

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LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Contractor

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Witness 1

Witness 2

T2.1-2

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**.....
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. **Particulars of companies and close corporations:**

Company Registration Number:

Close Corporation Number :

Tax reference Number :

Contractor

Witness 1

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Witness 1

Witness 2

6. Record in the service of the state:

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

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

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

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

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

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Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

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

Contractor

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Witness 2

Employer

Witness 1

Witness 2

T2.1-5

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

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Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:

Contractor

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Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

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Employer

Witness 1

Witness 2

T2.1-8

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

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

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

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Employer

Witness 1

Witness 2

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I PROPOSED KEY PERSONNEL

Please list the personnel that you intend to appoint on this contract.

DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

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Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PLANT AND EQUIPMENT

1. TRENCH EXCAVATION	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. EARTH MOVING EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			
4. TRANSPORT			

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference: you are also required to attach a financial reference letter stating bank rating from your financial institution,

BANK NAME										
ACCOUNT NAME : (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE : (e.g. Savings, Cheque etc)										
ACCOUNT NO										
ADDRESS OF BANK										
CONTACT PERSON										
TEL. NO. OF BANK / CONTACT										
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	(Tick which is appropriate)
0-6 months	<input type="checkbox"/>									
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M MBD 3.1 – 3.2

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

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

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

Name of Bidder Bid Number
Closing Time Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
----------	----------	--	---------------------------

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

*Delivery: Firm/Not firm

- Delivery basis

3

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

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

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

- Required by:
- At:
- Brand and model.....
- Country of origin.....
- Does the offer comply with the specification(s)? *YES/NO
- Period required for delivery.....
- Delivery: *Firm/Not firm

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

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N MBD 4

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

"State" means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing? *YES/NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

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

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

- 2.2 If yes, provide particulars.

.....
.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES/NO

- 3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES/NO

- 4.1 If yes, furnish particulars

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature	Date
.....
Position	Name of Bidder

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/ **not exceed** R50 000 000 (all applicable taxes included) and therefore the **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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

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

(*Tick applicable box*)

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

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

--

Contractor

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Witness 1

--

Witness 2

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Employer

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Witness 1

--

Witness 2

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are 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:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

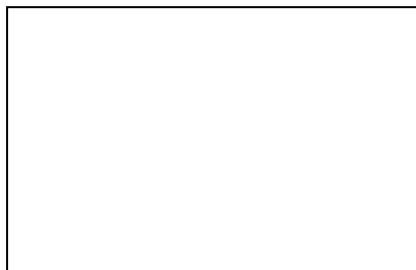
<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE



OFFICIAL STAMP

WITNESSES	
1
2
DATE:	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.1

Form of Offer and Acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organization)

Name & Signature of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

6 Subject

Details

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organization)

Name & Signature of Witness

Name

Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART C1.2

Contract Data

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2010) 2ND Edition*, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from www.saice.org.za.

The following contract specific data, referring to the General Condition of Contract for Construction Works, Third Edition, 2010, are applicable to this contract:.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.1.15	The Name of the Employer is Lepelle-Nkumpi Local Municipality
1.1.1.1.26	Pricing Strategy is fixed Contract .
1.2.1.2	The address of the Employer is: Private Bag x07 CHUENESPOORT, 0745 Telephone: 015 633 4500 Facsimile: 015 633 6896
5.3.1	The documentations required before commencement with works execution are: Healthy and Safety Plan (Ref to Clause 4.3) Initial Programme (Ref to Clause 5.6) Security/Gurantee (Ref to Clause 6.2) Insurance (Ref to Clause 8.6) 25% local SMMES breakdown plan And other requirements
5.3.2	The time to submit documentation required before commencement with works execution is 14 days.
5.8.1	The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays. The year-end break commences on 15 th December and the first Monday of the subsequent year.
5.13.1	The penalty for failing to complete the works is 0.05% of the total contract value per calendar day .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
6.2	The liability of the guarantee shall be 10 % .
6.5.1.2.3	The percentage allowance to cover overhead charges is 14%
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 % .
6.10.3	The limit of retention money is 10 % of the contract value.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.1.3	The indemnity for liability insurance shall be applicable.
	The Works shall be completed within Four (04) Months .
5.12.2.2	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
5.12.2.2	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2010)*^{2nd Edition}, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is:
	Name:
1.2.1.2	The Address of the Contractor is:
	Address (physical):

	Address (postal):
	Telephone: Facsimile:
	E-mail:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART C1.3

Contract Data

Annexure A: Form of Guarantee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUARANTEE FOR EXECUTION OF

THE CONTRACT

Employer : **Lepelle-Nkumpi Local
Municipality
P/BAG X07
CHUENESPOORT
0745**

Contractor :

.....

.....

.....

.....

Amount of Guarantee: To be equal to 10 percent of the Tender Sum

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor *in solidum* for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions *non numeratae pecuniae, non causa debiti excussionis et divisionis* and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.

- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: _____

The Company chooses as its *domicilium citandi et executandi*, and for the purpose of the service of any notices and legal processes the following address:

Address to be entered _____

THUS DONE AND SIGNED AT _____ **on** _____ **20**_____.

On behalf of the Company _____

In his capacity as _____

On behalf of the Company _____

In his capacity as _____

In the presence of the following witnesses:

Witness No 1:

Name

Signature

Witness No 2:

Name

Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

PART C1.4

Contract Data

Annexure B: Health and Safety Specifications by Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____
between THE LEPELLE-NKUMPI LOCAL MUNICIPALITY(hereinafter called "the Employer") of the one part, herein represented by

in his capacity as _____

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz, CONTRACT NO: LNM 078/2019/20 – RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 **The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART C2

Pricing Data

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C2: PRICING DATA

CONTENTS

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C2.2 Bill of Quantities	C2.2-1
C2.3 Banking Details	C2.4-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2.1

Pricing Instruction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, Standard Specifications For Roads and Bridge Works for State Road Authorities (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the "Standard Specifications for Roads and Bridge Works for State Road Authorities, 1998 Edition". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Standard Specifications for Roads and Bridge Works for State Road Authorities, 1998 Edition", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
9. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
10. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.
11. Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
12. **The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.**
13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Contractor

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

mm = millimetre
m = metre
km = kilometre
km-pass = kilometre-pass
m² = square metre
m²-pass = square metre-pass
ha = hectare
m³ = cubic metre
m³-km = cubic metre-kilometre
kW = kilowatt
kN = kilonewton
kg = kilogram
t = ton (1 000 kg)
% = per cent
MN = meganewton
MN-m = meganewton-metre
PC Sum = Prime Cost Sum
Prov Sum = Provisional Sum

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PART C2.2

BILL OF QUANTITIES

TENDER NO: LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

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LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

PART C3.1 Description of Works

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C3.1 DESCRIPTION OF THE WORKS

C3.1.3 Extent of Works

The scope of the work for Reselling of internal street Zone A:

- Establishment for the contractor,
- Accommodation of Traffic,
- Re-kerbing
- Layer works including the construction of the base and sub base layers using in-situ material by mechanical recycling of surfaced layer
- Asphalt seal surfacing (30mm thick),
- Road sign and road markings
- Finishing of roadway,
- Installation of stormwater control.
- Speed humps

C3.1.3.1D CIDB Rating

The tender notice calls for a minimum CIDB grading of **4CE**. A bid with a CIDB rating not complying with what is specified shall be regarded as non-responsive.

C3.1.6 General Information

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable

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water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

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

C3.1.7.2 Applicable labour laws

C3.1.7.3 Introduction

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

In this document –

(a) "department" means any department of the State, implementing agent or contractor;

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

C3.1.7.4 Terms of Work

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

C3.1.7.5 Normal Hours of Work

An employer may not set tasks or hours of work that require a worker to work–

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

C3.1.7.6 Meal Breaks

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

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C3.1.7.7 Special Conditions for Security Guards

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

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - i. the worker's daily task rate, if the worker works for less than four hours;
 - ii. double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - i. the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - ii. double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

C3.1.7.11 Sick Leave

- (a) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (b) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (c) Accumulated sick-leave may not be transferred from one contract to another contract.
- (d) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (e) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

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- (f) An employer must pay a worker sick pay on the worker's usual payday.
- (g) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - i. absent from work for more than two consecutive days; or
 - ii. absent from work on more than two occasions in any eight-week period.
- (h) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (i) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.12 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
 - (f) four weeks before the expected date of birth; or
 - (g) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (i) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
 - i. at the workplace or at a place agreed to by the worker;
 - ii. during the worker's working hours or within fifteen minutes of the start or finish

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of work;

iii.in a sealed envelope which becomes the property of the worker.

C3.1.7.16 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.17 Deductions

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

C3.1.7.18 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - i. work in a way that does not endanger his/her health and safety or that of any other person;
 - ii. obey any health and safety instruction;
 - iii. obey all health and safety rules of the SPWP;
 - iv. use any personal protective equipment or clothing issued by the employer;
 - v. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

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C3.1.7.19 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.20 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

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

C3.1.7.22 Contractor's default in payment to Labourers and Employees

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

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

C3.1.7.23 Provision of Handtools

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

C3.1.7.23 Reporting

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

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

C.1.8 ENGINEERING

C.1.8.1 Design

- (a) The Employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C.1.8.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. e.g.

C.1.8.3 Contractor's Design

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

C.1.8.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C.1.8.5 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

EPWP Special Project Specification

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

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Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works

Requirements for the sourcing and engagement of labour.

C.1.1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

C.1.2. The rate of pay set for the SPWP is R per task or per day.

C.1.3. Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

C.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

C.1.5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

C.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

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

Specific provisions pertaining to SANS 1914-5

C.2.1. Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

C.2.2. Contract participation goals

C.2.3. There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

C.2.4. The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C.2.5. Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

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C.2.6. Variations to SANS 1914-5

C.2.7. The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

C.2.8. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

C.3.1. The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

C.3.2. The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

C.3.3. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026

C.3.4. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

C.3.5. The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

C.3.6. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate

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CONTRACT NO. LNM0??/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART C3.2

Particular Specifications

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PART C3.2.1

Particular Specification

(read with PW371-A)

This specification falls under the Scope of Work as defined in *Standard for Uniformity in Construction Procurement*, published by the Construction Industry Development Board (CIDB), and is based on national or international standards, where such exist.

Works: **RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17** Ref no: **LNLM 017/2020/21**

TABLE OF CONTENTS

Project Specification

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

Part A contains the Standard Specifications.

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

Part C contains the Additional Specification references.

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

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

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5.1 Project Specification

PART A:

5.5.1 STANDARD SPECIFICATIONS

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

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

SAICE
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand

Tel : (011) 805-5947
Fax : (011) 805-5971
Contact Person : Angeline Aylward

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

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

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

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PART B:

5.5.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

5.5.2.1 Project Specifications Relating to Standard Specifications

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

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

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

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

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

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PART C:

5.5.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

This part of the project specifications deals with matters relating to the additional specifications to the standard specifications, consisting of the following:

- Requirements of The Occupational Health And Safety Act Regulations
- Environmental Management Plan
- Provision of Structured Training
- Requirements of Extended Public Works Programme

These “Additional Specifications” are not bound into this document and can be obtained from the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

1100 : DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

All references in the COLTO Standard Specification for Roads and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently the COLTO Standard Specifications have been amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table 1115/1 below (context of reference is also given) together with the relevant equivalent clause in the *General Conditions of Contract for Construction Works, 2nd Edition 2010*.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 1st Edition 2004 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

TABLE 1115/1: REFERENCE IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 2 nd Edition 2010	
Clause No	Page No	Clause No	Description or reference	Clause No	Description or reference
1202	1200-2	15	Programme	5.6.1	Programme of Works
1209(e)	1200-5	52:			
1210	1200-5	52(1)(e)	Monthly payments (documentary evidence of ownership of materials)	6.9.1	Vesting of plant and materials
		52(2)	Valuation of materials brought onto site	6.10.2	Valuation of material brought onto Site
		54:			
		54(1)	Certificate of practical completion	5.14.1	Completion
		54(2)		5.14.2	
		54(3)		5.14.3	
1212(1)	1200-7	49:			
		49(2)	Contract Price Adjustment Factor	6.8.2	Application of Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1303	1300-1 and 1300-2	49&53: 49(2) and 49(3)	Contract price Adjustment factor and special materials	6.8.2 and 6.8.3	Application of Contract Price Adjustment Factor; and Variation in cost of special materials
		53	Variations exceeding 20%	6.11.1	Variations exceeding 15 percent
1303	1300-2	12&45 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 5.12	Commencement of Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
1507 items: 15.08 15.09 15.11	1500-8	48: 48.1	Provisional Sums	6.6.1	Provisional Sums
3108 Note (2)	3100-4	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
3204 (b)(iii)	3200-2	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3	Engineer
5803(c)	5800-3	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
5805(d)	5800-4	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
5809 item 58.10	5800-10	48: 48.1	Provisional Sums	6.6.1	Provisional Sums
8103(c)	8100-1	40: 40(1)	Valuation of variations	6.4.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of site on completion	5.15	Clearance of site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

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

B1204 PROGRAMME OF WORK

(a) General requirements

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

Add the following as a continuation of the first paragraph:

"In drawing up the programme the contractor shall make allowance for the following:

- i. All special non-working days defined in C1.2.2 Contract Data.
- ii. The expected delays defined in B1215: Extension of time resulting from inclement weather.
- iii. The following restricted working conditions:
 - Orderly accommodation of traffic along existing routes to the site.
 - Between the 2nd week of December and the end of the second week of January, the entire road shall be opened.
 - Over the Easter weekend the entire road shall be opened.

In addition to the requirements of Clause 12 of the Conditions of Contract, the programme shall provide/include:

- The plant and production estimates on which the progress is based
- A budget forecast for the *value* of completed work, month by month, for the full contract period.
- A work breakdown structure that identifies all major activities.
- Scheduled start and end dates for each activity.
- Linkages between activities that clearly identify sequence, floats and critical path.
- Intended working hours and resource allocations (plant and labour).
- Monthly cash flow projections.
- Key dates in respect of information required or due delivery.

This initial programme shall realistically account for the forecast cash flow within the defined contract period. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following after the third paragraph:

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

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

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

Add the following sub-clause:

"(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any *activity* that has fallen behind. The Engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section B200 for Quality Control (Scheme 1)."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1206

THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

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

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

Add the following:

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

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

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

B1209

PAYMENT

(b)

Rates to be inclusive

Add the following:

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

c) The meanings of certain phrases in payment clauses

(i) Procuring and furnishing ... (material)

Add the following:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled."

(e)

Materials on the site

Add the following:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following sub-clauses:

"(g) Work in confined areas

Except where provided for in the specification and the bill of quantities no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate."

"(i) Trade names

Where materials are specified under trade names, tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected."

B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of sub-clause 1212(m):

"The provision for contract price adjustment in the original Tender Summary must not under any circumstances be altered in an alternative offer."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Under sub-clause (e) replace the opening paragraph with:

"Should the contractor use land not provided by the employer for the purpose of his own establishment. Engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following sub-sub-clauses:

"(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required, The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

(vii) That copies of lease agreements shall be submitted to the Engineer prior to signature by the signing parties, and copies lodged with the Engineer after signing, Notwithstanding the Engineer's approval of the conditions of a lease the contractor shall be solely responsible for adherence to the terms of the agreements,"

(viii) Adherence to the principles of the environmental management plan and legal obligations,"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1215

EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

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

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

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

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

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

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

For the purpose of this contract the relevant values of the nearest weather station to the site as supplied by the South African Weather Buro will be applicable. It is the sole responsibility of the Tenderer to acquaint himself with the relevant values. These values shall, at the start of the contract be submitted to the Engineer for scrutiny and approval.

While the completion date of the Contract is fixed, extension of time will only be considered for the calculation of the Contractor's time-related obligations as specified in Section 1300 of the standard specifications. Such payments shall at all times also mean acceleration charges to complete the contract on time."

B1217

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

Add the following sub clause:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1219 WATER

Add the following paragraph to the end of clause 1219:

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

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

B1222 USE OF EXPLOSIVES

Add the following sub clause:

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

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following new clauses:

“B1230: IN-SERVICE AND STRUCTURED TRAINING

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

(a) Details of in-service and structured training

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) Lead time for training

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

B1231 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- (i) To be available on site daily between the hours of 08h00 and 17h00 and at other times as the need arises. His normal working day will extend from 08h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined the Employer with a minimum salary of R 3,000.00 per month.

(c) Period of employment of the community liaison officer

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

B1232 SUBCONTRACTORS

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

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

B1233 WORKMEN'S COMPENSATION ACT

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following clause:

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

(a) Introduction

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

(b) General Provisions

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

The minimum requirements for operations at borrow pits are:

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

(c) Duties of the Manager

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following clauses:

"B1235 MATERIALS

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

B1236 DEVELOPMENT PROGRAMME

The Project Liaison Committee (PLC) serves as a vital means of communication between all parties involved with the project.

The composition of the Project Liaison Committee comprises representatives from the Employer, the Engineer and formal structures within the Community. The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to attend the PLC meetings when so requested.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1237 ROAD TRAFFIC ACT

Compliance with Road Traffic Act:

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

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

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

B1238 ENVIRONMENTAL IMPACT CONTROL

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

- (a) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Engineer and the local farmers.
- (b) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (c) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veldt for this purpose shall not be allowed under any circumstances.
- (d) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action.

The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.

- (e) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (f) Provision shall be made to prevent excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Engineer.
- (g) Invader species of plants shall be controlled.
- (h) The Contractor shall comply with the requirements of the Environmental Management Specification contained in Part C of these Project Specifications.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item 13.01 (c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1239 TRAINING

(a) General

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community based labour
- ii) Employer Training – community based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour will be required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub-contractors to execute this work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Typical training that will be given by the Training Consultant is:

i) Community based contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. No allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community based contractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) Construction and Materials Management

This section applies only to work to be carried out by community-based contractors.

The contractor shall provide construction and material management to the community-based contractors. In this respect, each party has the following responsibilities.

i) Community Based Contractors

- To tender on the labour-based sub contract work and enter into a contract with the Contractor.
- To carry out the work according to specification and on time using community based labour.
- To liaise and co-operate with the contractor regarding specifications, programme, progress, delivery of material, quality of work etc.
- To provide wheelbarrows, hand tools, clothing, safety equipment, etc. to enable his labourers to carry out the work. All material (pipes, fittings, valves, etc.) to be provided by the Contractor.
- To receive material required for the task, store it and provide the necessary security until the material is built into the works.
- To provide the necessary transport for this labour force.
- To carry out a task in its entirety until final approval and acceptance. In other words there will be no split responsibility. For example a community based contractor will excavate, provide the bedding, selected backfill, backfill, lay pipes, valves and fittings, build valve boxes, manholes, anchor blocks etc. and test the pipes in conjunction with the Contractor.
- To pay his labourers. VAT etc. and finalize the final account.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ii) Contractor

- In conjunction with the Training Consultant, establish the needs, training and programming of the work.
- To assist the Training Consultant in drawing up the agreements of association between the Contractor and the community based contractors where applicable.
- To enter into nominated sub contracts with the community based contractors.
- To provide the necessary skills transfer and construction management for the community based contractors to successfully complete this work. This includes setting out of the work, quality control over the work, programming of the work, progress, testing and acceptance thereof.
- To provide the necessary materials to execute the work. This includes purchasing the required materials, transporting them to the camp site, storage at the campsite, transporting of materials as required from camp site to the sites of the various community based contractors, handing over of the materials.
- To pay the community based contractors as the work progresses and the Contractor must make allowance in his Tender for this. Retention monies will be as for this Contract. No sureties will be required from the community-based contractors.
- To measure the work and finalize the final account.
- Complete copies of the emerging contractor's contracts to be given to the Engineer for endorsement prior to the contract being signed.

Candidate selection would be according to the requirements for a particular discipline. A Certificate of Achievement should be awarded to a student who has attained a prescribed level of competency.

A provisional amount for training has been recorded in both sections under the Item "Training", in the Preliminary and General portions in the Schedule of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following pay items and change the clause number.

B12.40 MEASUREMENT AND PAYMENT

Add the following items:

"ITEM		UNIT
B12.01	Excavation	
	Excavating material within the following depth ranges below ground level for the exposing of/or searching for services	
(a)	0m to 2m	
	(i) soft material	cubic metre (m ³)
	(ii) hard material	cubic metre (m ³)
(b)	Extra over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted	
	(i) soft material	cubic metre (m ³)
	(ii) hard material	cubic metre (m ³)

Measurement and payment shall be as specified for item B12.01 in the standard specifications.

ITEM		UNIT
B12.02	Backfilling	
(a)	Using the excavated material	cubic metre (m ³)
(b)	Using imported selected material	cubic metre (m ³)

Measurement and payment shall be as specified for item B12.02 in the standard specifications.

ITEM		UNIT
B12.03	Existing Services	
(a)	Allow a provisional sum for existing services to be relocated and/or protected as ordered by the Engineer	provisional sum
(b)	Handling costs and profit in respect of sub item B12.03(a) above	Percentage (%)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Measurement and payment shall be in accordance with the general conditions of contract.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM		UNIT
B12.04	Provision for a Community Liaison Officer	
a)	Provisional sum for the payment of the Community Liaison Officer (s)	Provisional Sum
b)	Contractor's charge to allow for handling cost and profit in respect of sub item B12.04(a)	Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

ITEM		UNIT
B12.05	Training	
(a)	Accredited and approved training courses for Project Steering Committee	Prov. Sum
(b)	Contractor's charge to allow for handling cost and profit in respect of sub item B12.05(a)	Percentage (%)
(c)	Accredited and approved training courses for selected local and other labourers including wages during training	Prov. Sum
(d)	Contractor's charge to allow for handling cost and profit in respect of sub item B12.05(c)	

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.05 (a) and (c), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

ITEM		UNIT
B12.06	Environmental Services	
	Contractor to allow in his rates to meet requirements regarding Environmental Specifications	Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM		UNIT
B12.07	Mine Health and Safety Act	
(a)	Mine Health and Safety obligations	Month
(b)	Special information signs	Prime Cost Sum (PC Sum)
(c)	Provision of security guards	Prime Cost Sum (PC Sum)
(d)	Handling cost and profit in respect of sub-item B12.07(b) and (c)	Percentage (%)

Payment of the rate per month for sub-item B12.07(a) shall include full compensation for all the contractors obligations relevant to the Mine Health and Safety Act.

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

ITEM		UNIT
B12.08	Provision for two Students supplied by the Employer	
a)	Provisional sum for the payment of the Students	Provisional Sum
b)	Contractor's charge to allow for handling cost and profit in respect of sub item B12.08(a)	Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.08 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the Students."

ITEM		UNIT
B12.09	Provision of PSC Members Remuneration	
a)	PSC Members Remuneration (5 members)	Provisional Sum
b)	Contractor's charge to allow for handling cost and profit in respect of sub item B12.09(a)	Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.09 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing PSC Members Remuneration."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

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

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

Add the following paragraph to the end of sub-clause 1302(c):

"The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work and ABE's, the application of the COID Act, compliance with the requirements of this document:

Environmental Management Specification and Part E: OHSA 1993 Health and Safety Specification contained in the Particular Specifications."

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) percent" in terms of the COLTO general conditions of contract shall be read as increasing or decreasing by "fifteen (15) percent" in terms of the General Conditions of Contract.

Separate provision has been made in the bill of quantities for the pricing of the Contractor's general obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303 on page 1300-2 of the COLTO standard specifications and delete the words "from the date on which the contractor has received the letter of acceptance in terms of clause 12 of the General Conditions of Contract" and replace these words with the following:

"from the commencement date in terms of clause 1.1.4 of the General Conditions of Contract,."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related obligations arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 42 of the General Conditions of Contract, shall be calculated as follows:

- i. The Contractor shall apply for the extension of time in terms of the number of working days delay incurred.
- ii. The number of working days extension of time finally granted shall then be added to the contract by the Employer, commencing on the first working day after the day of the original completion date. Statutory public holidays, the annual builders' Christmas holiday as determined by the South African Federation of Civil Engineering Contractors, and any other special non-working days as defined in the Contract Data shall not be counted as working days in calculating the extended completion date.
- iii. The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

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

$$\text{No. of months extension of time granted} = \frac{\text{No. of calendar days extension of time granted}}{365} \times 12$$

- iv. The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations under item 13.01(c) as a result of the extensions of time granted.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM		UNIT
B13.01	The contractor's general obligations	(As specified)

Add the following after the fifth paragraph:

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

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

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

ITEM		UNIT
B13.02	Contract signboard/s	number (No)
	The unit of measurement shall be the number of contract signboards erected as instructed by the Engineer.	
	The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard detail shown on the detailed drawings of this Project Document), including for poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."	

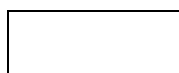
ITEM		UNIT
B13.03	Health and Safety	
	(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H&S plan and any other H & S matters that the Contractor deems necessary	Lump Sum
	(b) Fixed obligations for completing and checking the Project H & S file and handing it over to the Client on completion of the Works	Lump Sum
	(c) Time related obligations for updating and amending the risk assessments, the safe work procedures, the project H & S file, the H&S plan and for full compliance with all H & S matters during the construction of the Works under the contract	month

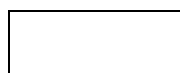
Payment of the lump sums tendered under sub-items B13.02(a) and (b) and the rate per month for sub-item B13.02(c) shall, for the three sub-items together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

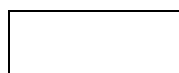
Payment of each of the lump sums tendered under sub-items B13.02(a) and (b) shall be made in three instalments as specified for the payment of the lump sum tendered under sub-item 13.01(a).

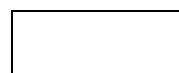
The tendered rate for sub-item B13.02(c) shall be paid as specified for the payment of the tendered rate for sub-item 13.01 (c).

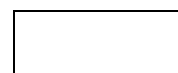

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

ITEM**UNIT**

B1305

Requirements of the Extended Public Work Programme

(a) Labourers safety clothing obligations

Sum

The unit of measurement for sub-sub-item B1305 (a) and (b) shall be a Provisional Sum for the targeted number of labourers (± 80) supplied with safety clothing for the duration of the contract as follows:

- One two piece ORANGE EPWP overall
- One pair of safety boots
- One safety helmet
- Working gloves as required
- Dust masks as required
- One pair of safety glasses
- One pair ear protection lobes

The tendered rate shall include full compensation for the purchasing of the items listed above.

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

Payment of the Sum amount will be done at the end of the Contract if the Engineer is satisfied that the Contractor, for the duration of the Contract, has supplied the safety clothing as specified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

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

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

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

(b) Offices

Add the following new sub-sub-clause:

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

B1403 HOUSING

(c) Rented accommodation

Add the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

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

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

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

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

ITEM		UNIT
B14.11	Provision and erection of security fencing (Including gate)	metre (m)

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

General: Method of payment

Add the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1500 : ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned."

B1502 GENERAL REQUIREMENTS

(b) Providing Temporary Deviations

Add the following:

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

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

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

(e) Access to properties

Add the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(i) **Traffic safety officer**

Add the following:-

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

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

- "(ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

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

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

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

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

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note NO.13. 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, three 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."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following after sub clause (viii):

- “(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- (x) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (xi) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.

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

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

Add the following new subclasses:

“(j) Handing over the site

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

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

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

(l) Land taken up for deviations

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(m) Maximum lengths of construction areas

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

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

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

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

(n) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the Engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(o) Failure to comply with provisions

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

- A fixed penalty of 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 an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

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

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(p) Access to work area

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

(q) Extension of time for completion

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

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

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

"The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization 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 South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note NO.13 Road works, 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, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost."

Add the following after the first paragraph:

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

Replace the third paragraph of Clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Road Works, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

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

(b) Road signs and barricades

Add the following:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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, or lost, or stolen.

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 for in the tendered rates for the various types of temporary road signs.

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

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

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained.

The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(c) Channelization devices and barricades

Add the following:

"Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be *effected* by the use of delineators or cones as detailed in Road Signs Note No. 13 - Road works.

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

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

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer."

(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 shall obtain a clearance permit from the Engineer before being allowed onto the site.

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. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

All light delivery vehicles and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and 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 Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

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 Engineer, ineffective shall be immediately replaced by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The unit of measurement shall be the month or part thereof that traffic is accommodated in accordance with the specification. The Engineer will advise the Contractor in writing where the control of traffic is inadequate. Failure to rectify this within 2 hours will result in a penalty being applied and in payment being reduced. A proportion of the tendered monthly rate will be deducted for each day in any calendar month that traffic control does not meet the requirements of the specifications."

The second paragraph of Payment Item 15.01 shall apply.

Delete the third paragraph and replace with:

"The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval.

The tendered rate shall also include for all costs associated with constructing the road under traffic and for complying with the restricted working conditions as per Clause SCC 13.1 of the Special Conditions of Contract."

B15.04 RELOCATION OF TRAFFIC CONTROL FACILITIES

Add the following:

"This item shall not be measured and paid for in this contract. All re-use or removal of temporary traffic control facilities shall be deemed to be included in item 15.01, Accommodation of traffic and maintaining temporary deviations."

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

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

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1518 MEASUREMENT AND PAYMENT

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

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

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

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

“This section provides only for additional traffic control facilities as and when required on instruction by the Engineer and does not provide for facilities already included under payment item B 15.01.”

Add the following sub-item:

“ITEM	UNIT
B15.03	Temporary traffic control facilities
(n)	Provision of high visibility safety jackets and safety hats number (No)
The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.	
The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.	

Add the following items:

ITEM	UNIT
B15.14	Allow provisional sum for:
(a)	repair of damaged temporary road signs and delineators provisional sum
(b)	replacement of damaged temporary road signs and delineators

The provisional sums allowed under sub-items (a) and (b) shall be expended on a daywork basis in terms of the provisions of the general conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM		UNIT
B15.15	Prime cost sum for:	
(a)	Compensation to landowners for land taken up by deviations	prime cost (PC) sum
(b)	Handling cost and profit in respect of sub-item B15.15(a) above	percentage (%)

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

The tendered percentage in item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor."

ITEM		UNIT
B15.15	Provision of traffic safety equipment for the use by the Engineer	
(a)	Amber rotation beacon	No.
(b)	Magnetic "CONSTRUCTION VEHICLE" sticker for vehicles with 100mm lettering	No.
(c)	Safety jackets	No.

The unit of measurement shall be the number (no.) of each item specified and approved by the Engineer.

The tendered rates for the various safety item shall include full compensation thereof and maintenance in good working order for the duration of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1600 : OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following to the end of sub clause 1602(a):

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

(b) Overhaul

Delete Sub clause 1602(b) and replace with

"On this Contract, ordinary overhaul only will apply. Ordinary overhaul shall apply to all overhaul material in respect of haul in excess of 1.0 km. Overhaul shall be measured by the product of the volume of the material hauled, measured as specified, and the overhaul distance as defined in Clause 1602(e) of the standard specifications."

(d) Free haul distance

Delete from the second sentence the words", except cut and borrow to fill and cut to spoil material where the free haul distance is 1.0 km."

B1603 MEASUREMENT AND PAYMENT

Add to Clause 1603 the following:

"Item 16.01 will not apply for this contract and the rates for materials hauled for all distances less than 1 km shall be deemed to be included in the tendered rates."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1700 : CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

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

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

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

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

Clearing of Contractor's site and construction camp will not be measured separately. Payment shall be included in the tendered rates of the Contractor."

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM		UNIT
B17.01	Clearing and grubbing of:	
	a) Normal areas:	
	i) Within the road reserve	hectare (ha)
	ii) In borrow pits	hectare (ha)
	b) Existing fill embankments with Slopes steeper than 1:4	hectare (ha)
Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical : horizontal), payment shall be made under item B17.01."		

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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C3.2-65

1800 : DAY WORK SCHEDULE

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

Add the following:

B1801 SCOPE

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

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the Engineer.

B1803 MEASUREMENT AND PAYMENT

The Engineer may order the following daywork items:

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2100 : DRAINS

B2101 SCOPE

Amend the first paragraph to read:

This section covers all 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 Engineers, and the test flushing of subsoil drains.

B2103 BANKS AND DYKES

Add the following:

"Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy)."

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

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

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

The pipes to be used shall be either slotted uPVC pipes or perforated HDPE pressure pipes, 100 mm ID"

Delete the last sentence of the fifth paragraph and substitute it with the following:

"Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference."

Add the following to the 3rd paragraph:

"The crushed stone shall be fine (13.2 mm nominal size) and shall be washed clean of all fines"

(iii) Synthetic-fibre filter fabric

Add the following:

"All filter fabric shall be a non-woven needle punched type material and must be approved by the Engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second."

"(v) Proving of pipes in sub-soil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill ± 400 mm long and 5mm in diameter less than the bore of the pipe, Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe,"

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

2200 : PREFABRICATED CULVERTS

B2201 SCOPE

Add to Clause 2201 the following:

"This section also covers work associated with the *removal* of existing pipes and their inlet and outlet structures. Due to the nature of the project, the Contractor can expect that works associated with the installation of pipe culverts will *have* to be carried out under traffic."

Add the following:

"All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

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

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

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

B2203 MATERIALS

(f) Skewed Ends

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

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

B2204 CONSTRUCTION METHODS

Add to Clause 2204 the following:

"Generally, prefabricated storm water drainage pipes and rectangular culverts will be installed using the 'trench method'. Installation in half widths can be anticipated."

Add the following:

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

(c) Excavation by hand

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclasses:

"(c) Excavation by hand

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

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

(d) Drainage of excavations

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

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

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

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

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B2210(b)(i) Cast in situ invert slabs

Replace with the following:

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

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

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

(f) General

Add to Sub clause 22 10(f) the following:

"Pipe culverts have been designed to the positions, lengths and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Engineer and recorded in writing."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:

"Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B2212 INLET AND OUTLET STRUCTURES, CATCH PITS AND MANHOLES

(b) Concrete work

Add the following:

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

(h) Prefabricated inlet and outlet structures

Add the following:

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

Add to Clause 2212 the following new sub-clause (j) :

"(j) Subsurface drain outlet into catch pits and manholes

Where required, sub-surface drain pipes shall be led into standard storm water catch pits or manholes, as shown on the drawings or as directed by the Engineer. This shall be done either by making provision during the construction of the chamber, or by breaking out and making good after completion of the chamber."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B2218 MEASUREMENTS AND PAYMENT

Add the following:

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

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

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

Amend Payment Item 22.12 to read as follows:

ITEM		UNIT
B22.12	Removing existing concrete, brickwork and stonework	
	(a) Plain concrete	Cubic metre (m ³)
	(b) Reinforced concrete	Cubic metre (m ³)
	(c) Brickwork	Cubic metre (m ³)
	(d) Masonry walls and grouted stone pitching	Cubic metre (m ³)

Add to the first paragraph, which describes the unit of measurement, the words "brickwork and stonework" alter the word "concrete."

Paragraphs 2, 3 and 4 of Payment Item 22.12 in the standard specifications shall apply to this item B 22.12.

Add the following new items:

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM**UNIT**

B22.31 Dewatering and keeping dry of culvert excavations

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

Payment shall be as follows:

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

ITEM**UNIT**

B22.33 Waterproofing of prefabricated culvert joints with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material No.

The unit of measurement shall be the number of joints waterproofed. The tendered rate shall be full compensation for all plant, labour and materials required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

B2302 MATERIAL

Add the following new subclasses:

(e) Metal pipes

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

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to Sub-clause 2304(b) the following:

"Kerbing of radius 1 m and less shall be cast in-situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows:

If the difference in levels between the top of the kerb and the sub base on which the kerb is laid is (h), then the height of the haunch is $2/3h$ and the width of the haunch is h."

(d) Slip form kerbing

Add the following:

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

(e) Cast in situ kerbs and channels

Add the following:

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

"Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess over break, undermining or staining shall be repaired by the Contractor at his own expense,"

Add the following new subclasses:

(i) Construction sequence

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

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

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the Engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the Engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(l) Formwork and finish

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

(m) Shrinkage joints for cast in-situ concrete work.

"Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2.5m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost."

(n) Formwork and finish

"All visible edges of cast in-situ channels shall be rounded with a rounding tool."

(o) Removal of existing kerb and channel

"Where shown on the drawings and/or indicated by the Engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

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

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

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

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

Add the following:

"The Contractor shall note that natural materials which meet the requirements for the selected and sub-base layers are scarce, even when the properties are improved via stabilisation. Therefore, careful selection of materials will be required in the borrow pits. The Contractor shall refer to Section 3200 of the standard specifications with regard to his liabilities in respect of the contamination of good quality materials.

The contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction material spoiled within these sites shall be buried to a depth of no less than 300mm below the surface soil. No construction material of any nature shall be left visible after top soiling. The Engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material (5807)."

(b) Use of borrow materials

Add the following to the second paragraph of this sub clause:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(a) Removing topsoil

Add to Sub-clause 3104(a) the following:

"The topsoil to be stockpiled shall be placed between the Road and the physical borrow pit area so as to provide a temporary visual screen in front of the borrow activities. The topsoil shall not be stockpiled for longer than 6 months, nor shall the stockpile be higher than 2,0m."

(c) Excess overburden

Add the following:

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

(d) Excavating borrow material

Add the following:

"No excavator type machinery shall be allowed for the excavating of borrow material"

(f) Protecting borrow pits

Add the following:

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

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

(g) Unproclaimed private access roads

Add the following:

"The Contractor is responsible for proper maintenance of haul roads in cases where the material from the borrow pit areas has to be transported over secondary, tertiary, private or access roads. At the completion of activities in the borrow pits, the haul roads shall be restored to their original state and to the satisfaction of the Engineer.

Expropriation of borrow pits on private property by the Employer, will include access roads to the borrow pits. However, the Contractor is fully responsible for negotiating details of the right of access to the borrow pits with the private owners as well as for the building, maintenance and later removal of all access roads. No additional payment will be made for this work and full remuneration will be deemed to be included in the tendered rates for the various items where the material is to be used."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following new sub clause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the Engineer and shall be maintained at the contractor's own cost to the satisfaction of the Engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B3107 CLASSIFICATION OF BORROW PITS FOR GRAVEL MATERIALS FOR PAVEMENT LAYERS

Add the following:

"No distinction shall be-made between soft and intermediate material" Only soft and hard material classification as that described in Clause 3303 of mass earthworks shall be applicable."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

ITEM		UNIT
B31.01	Excess overburden :	
	(a) Depth up to and including 0,5m	cubic meter (m³)
	(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m³)

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

ITEM		UNIT
B31.03	Finishing-off borrow areas in:	
	Delete item (b), and renumber (c) to read "(b) Soft material"	

Add to the notes at the end of the payment items under Clause 3108 the following:

"(3) The tendered rate shall include full compensation for all moneys payable and all expenses incurred by the Contractor for the acquisition of all material for the proper completion of the works, irrespective of whether the material is obtained from borrow pits identified by the Engineer, from commercial sources, or from borrow pits obtained by the Contractor himself."

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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3200 : SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3204 BREAKING-DOWN THE MATERIAL

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

Add the following to the table in the second paragraph of this sub clause:

"Pioneer layers - 500mm maximum dimension

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

(b) Further breaking-down of pavement material

Add the following:

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

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

Add the following new sub clause:

(d) Pioneer layer

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3300 : MASS EARTHWORKS

B3301 SCOPE

Add the following:

"The Contractor shall note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract."

B3303 CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add the following:

"Cut material for fills will, apart from natural in-situ material, also consist of existing fill and pavement layers from the existing road. Excavation from existing fill and pavement layers varies in depth, but no distinction is made between this excavation and excavation in other materials, except for classification as soft, intermediate and hard materials."

Payment items 33.14 and 33.15 will not apply on this Contract.

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

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

(c) Preparing and compacting the roadbed

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

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

B3306 CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence t11ereof.

Add the following:

"Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3307

FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

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

(d) Benching

Add the following:

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

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

(i) Widening of fills

In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 3.3.16."

Add the following:

"No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed."

B3308

FINISHING THE SLOPES

(d) General

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

"On this Contract, no extra over payment will be made due to the nature of the site or the size of *the* work *area* available. All costs *associated* with carrying out *the* works *are* deemed to be included in the *tendered rates* for the items in the Schedule of Quantities."

Amend the payment items under Clause 3312 as follows:

B33.01 In the description of Item 33.01, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fifth paragraph, referring to the tendered rates, delete the words "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

Also in the fifth paragraph, after the words "the cutting of benches" insert the words "including benches in existing fill slopes to be widened."

B33.02 In the description of Item 33.02, delete "free-haul up to 0.5 km" and replace with "free haul up to 1.0 km."

In the final paragraph delete "0.5 km free-haul" and replace with "1.0 km free haul."

B33.04 In the description of Item 33.04, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

B33.07 Ditto above

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

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

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

"The normal cross fall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

At any cross-section the measured cross fall between any two points shall at least be 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and cross fall deviations."

(f) Surface regularity

Add the following:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"Test results and measurements shall be assessed by the Engineer according to the provisions of Section 8300 of the standard specifications".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3500 : STABILISATION

B3502 MATERIALS

a) Chemical stabilising agents

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of EN 197. The use of strength classes greater than 32,5 shall not be permitted.

The stabilizing agents on this contract shall be either one or more of: -

- i) Road Lime to SABS 824p or
- ii) CEM II or CEM III conforming to SABS EN 197 - 1 Part 1: Common Cements

Laboratory tests will be carried out on site to establish the type of stabilising agent that best provides the material to meet the requirements of the specifications.

The Engineer will issue instructions as to which stabilizing agent or combination of agents shall be used."

B3503 CHEMICAL STABILIZATION

(h) Curing the Stabilised work

Add the following to paragraph (i):

"Method (iii) and (iv) shall not be applicable."

Add to sub-clause 3503 (h) the following:

The stabilized layers shall be cured by the methods as specified in sub-clauses (i) and (II) of the standard specification. The application of water to the completed layers shall continue for a minimum period of three days. Payment for the application of the water shall be as specified in Item 35.04.

The contractor should, however, endeavour in his programming of the work to provide for the covering of the stabilized layer with the next design layer."

(i) Construction limitations

Add the following:

"No Stabilisation shall be done with falling air temperatures when the air temperature falls to below 7°C, or during rising air temperatures, when the air temperature is below 3 DC.

Moisture content tests shall not be undertaken more than one day in *advance* of in-situ Stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

In Table 3503/1, delete 8 hours for ordinary Portland cements and cement blends and replace with:

"6 hours"

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following after the second paragraph:

"The test results and measurements will be judged in accordance with the provisions of Section 8300."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5200 : GABIONS

B5201 SCOPE

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the Engineer."

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the Engineer.

Where gabions require moving, or as declared suitable by the Engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5600 : ROAD SIGNS

B5601 SCOPE

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

B5602 MATERIALS

Add to Clause 5602 the following:

"(i) Concrete

Concrete for the footings shall comply with the requirements of Section 6400 of the specification."

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

(a) (ii) Steel profile road signboards

Add the following:

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following new sub clause:

“(e) Application of retro-reflective material

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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 Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

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

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5609 MEASUREMENT AND PAYMENTAmend 56.01 as follows:

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

Add the following pay items:

ITEM	UNIT
B56.01	
(c) Prepainted galvanized steel plate (chromadek or approved equivalent):	
(iv) Etc. "Road sign Code"	(No.)

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."

Add the following pay items:

ITEM	UNIT
B56.11 Danger plates at culverts/structures	
(a) Type A at storm water culverts (size indicated)	number (No.)
(b) Type B at bridges (size indicated)	number (No.)

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5700 : ROAD MARKINGS

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

"During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

"The machine shall always operate in the direction of the traffic when applying lane markings."

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

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

B5707 APPLYING THE PAINT

Add the following:

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

B5711 GENERAL

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

", bituminous emulsion, slurry"

Add the following to the last paragraph:

"Where black paint is used, it shall be matt."

Add the following new clause:

"B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5714 MEASUREMENT AND PAYMENT

ITEM		UNIT
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the Engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The Engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8100 : TESTING MATERIALS AND WORKMANSHIP

B8117 MEASUREMENT AND PAYMENT

Replace item 81.02 with the following item B81.02(a) and (b) which shall be used to cover payments to the commercial laboratories carrying out acceptance control testing as directed by the Engineer:

ITEM		UNIT
B81.02	Other special tests requested by the Engineer:	m
(a)	Cost of testing	Prime Cost (PC) sum
(b)	Handling cost and profit in respect of Sub-item B81.02(a) above	percentage (%)

The prime cost sum provided to cover the cost of special tests as requested by the Engineer in terms of clause 8115 shall be expended in accordance with clause 45 of the General Conditions of Contract.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under the prime cost item B81.02(a), and shall include full compensation for the handling costs of the Contractor, and the profit in connection with providing the specified testing service."

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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PART C3.3.1

Particular Project Specifications

In the event of any discrepancy between the Project Specifications and a part or parts of the COLTO Standardized Specifications, SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PS 1	CONSTRUCTION PROGRAMME
PS 2	SITE FACILITIES AVAILABLE
PS 3	SITE FACILITIES REQUIRED
PS 4	FEATURES REQUIRING SPECIAL ATTENTION
PS 5	INFORMATION SUPPLIED BY EMPLOYER
PS 6	EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
PS 7	CERTIFICATES OF PAYMENT
PS 8	CONSTRUCTION IN LIMITED AREAS
PS 9	NON-WORKING DAYS
PS 10	SPOIL MATERIAL
PS 11	DRAWINGS
PS 12	LENGTH OF TRENCHES
PS 13	SAMPLES
PS 14	MANUFACTURER'S INSTRUCTIONS
PS 15	MATERIALS AND PLANT
PS 16	NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
PS 17	SETTING OUT OF WORK
PS 18	WORKMANSHIP AND QUALITY CONTROL
PS 19	TRANSPORT OF MATERIAL
PS 20	LIAISON WITH LOCAL AUTHORITIES
PS 21	LOCAL LABOUR AND LOCAL SUBCONTRACTORS
PS 22	TRAINING SCHEMES
PS 23	PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PS 1: CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipe line routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account, and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 2: SITE FACILITIES AVAILABLE

PS 2.1: Camp site

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted.

PS 2.2: Water, electricity and sewage

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

PS 2.3: Rain gauge

The contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3: SITE FACILITIES REQUIRED

PS 3.1: Facilities for the Engineer

No separate office is required for the Engineer's representative but the Contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use of the Engineer's representative. The Engineer's representative shall be allowed free use of the Contractor's facilities. The Engineer's representative shall be allowed free use of survey equipment and survey assistants to carry out control work as and when required.

PS 3.2: Equipment for Engineering staff

The Contractor shall allow for providing the following protective clothing for the engineering staff:

- 2 high visibility vests
- 2 hard hats (white)
- 2 Sets of safety boots

The contractor shall supply the Engineer with a Business cell phone and be responsible for the monthly running cost, and other cost relating to the use of the cell phone.

Office facilities shall be provided by the Contractor as described by Colto Specification.

PS 3.3: Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.4: Site instruction book

A triplicate book shall be provided by the Contractor to be used for site instructions. It shall at all times be kept on the site.

PS 4: FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1: Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

PS 4.2: Existing residential areas

Access to the adjacent residential areas shall be maintained at all times, as shall access to individual houses.

Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained. The affected residents shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognisance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

PS 4.3: Facilities to other Contractors

In addition to the requirements of clause 21 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the site of this contract.

PS 4.4: Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.5: Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 4.6: Testing and quality control

The Contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved independent laboratory, the costs of which will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

Certificates shall be submitted to the Engineer for all materials and equipment included in the works, where applicable.

PS 4.7: Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Engineer will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not be involved.

PS 4.8: Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safeguarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) These services actually are in the approximate positions indicated.
- (b) That these are the only services in the vicinity, and
- (c) That the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

4. PS 4.9 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5: INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 6: EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 45 of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

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

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

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

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

The average rainfall record for the past 10 years at the nearest rainfall station shall be for the purposes of this Contract are taken as normal rainfall. Rn and Nn for this period shall be used and the values of X and Y are 20 and 10 respectively.

PS 7: CERTIFICATES OF PAYMENT

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

PS 8: CONSTRUCTION IN LIMITED AREAS

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 9: NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

PS 10: SPOIL MATERIAL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 11: DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings

List of "as built" information required

- (a) Exact coordinates or chainage on the road centre line of each duct road crossing for electrical and irrigation services.
- (b) Exact coordinates and invert levels of all storm water manholes, culverts and kerb inlets.
- (c) Exact coordinates and invert levels of all construction work

A Registered Land Surveyor shall be required to provide the above information.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer.

The Engineer will supply any figured dimensions which may have been omitted from the drawings.

PS 12: LENGTH OF TRENCHES

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, not more than 200 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open over the builders' holidays.

PS 13: SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 14: MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 15: MATERIALS AND PLANT

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 16: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified. The cost of which shall be included in the rates tendered for items 1300 (Colto) of the Schedule of Quantities.

PS 17: SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

Contractor

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Employer

Witness 1

Witness 2

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary. When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

PS 18: WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

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

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 19: TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates.

Contractor

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Employer

Witness 1

Witness 2

All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 20: LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

PS 21 LOCAL LABOUR AND LOCAL SUBCONTRACTORS

PS 21.1 Introduction

It is envisaged that the works will be constructed by one Contractor employing local labour to construct the work applying the principles of the Expanded Public Works Programme (EPWP).

PS 21.2 Workload

The Contractor is required to execute certain components of this contract with labour-based construction methods as described in relevant sections.

PS 21.3 Assisting ABE's

The Contractor is required to assist ABE's in accordance with the Contractors proposal included in his/her tender.

PS 21.4 Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

The Contractor shall complete the form: AnnexureF and state how many non-local key personnel he intends to employ in the various categories. The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

A Project Steering Committee (PSC) has been formed and consists of representatives of the affected community, Lepelle Nkumpi Local Municipality and the Engineer. The PSC is up to date with the details of the project and appointment of all local labour must be through the PSC.

The Contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the

Contractor

Witness 1

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Witness 1

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Compensation for Occupational Injuries and Diseases Act. The minimum daily wage to be paid in accordance with the Wage Bill for the geographical area shall be as stated in the Government Gazette in terms of Wage Determination for the Civil Engineering Industry.

PS 21.5 Contractors Obligations

The Contractor is to supply the Engineer with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

- i) Subcontract the required Works as detailed in his/her tender document;
- ii) Submit the necessary documentation to prove that he/she is subcontracting the work as specified in paragraph PS 10.6.
- iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

The Municipality reserves the right to:

- a) Nullify the said contract and re-issue it to tender;
- b) Nominate available local subcontractors for the required Works;
- c) Deduct payment from the monthly certificates, the value of which will be calculated as follows:

$X = Y - Z$

X = Amount of deduction from the monthly certificate

Y = Value of the work that should have been undertaken by the subcontractor during the month

Z = Value of the work actually undertaken by the Subcontractor during the month;

(d) = Nominate agents to undertake the proposed training at the expense of the Contractor.

PS 21.6 Work considered to be Labour Based

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

- 1) Excavation of soft/ intermediate / hard material in pipe trenches not deeper than 1,2 m if the uninterrupted trench length of soft material is greater than 50 m, and the total depth of the trench consists of soft material.
- 2) Excavation of soft/ intermediate/ hard material in all pipe trenches for erf connections with no limitations.
- 3) Preparation of pipe bedding.
- 4) Laying and jointing of all pipes with a nominal diameter smaller than 230mm:
- 5) Backfilling of all trenches with compaction excluded.
- 6) Placing of concrete for anchor blocks and toilet foundations.
- 7) Brickwork in toilet structures.
- 8) Basic plumbing installation in toilets.
- 9) All earthworks required for foundations of toilet structures.
- 10) Precast concrete roof slabs for toilets, excluding erection.
- 11) Location of existing services.

Note:

The abovementioned work must either be done by local labourers employed by the Contractor or by local subcontractors. In the Schedule of Quantities, as an alternative to machine excavation, the cost of a compulsory labour based construction activity is covered by using the standard Colto payment item (where

Contractor

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Employer

Witness 1

Witness 2

applicable). Site conditions and material present will dictate the application of labour-based trench excavation or machine excavation. A prerequisite for payment of these labour-based excavation items is that the Contractor keeps daily written records with names of labourers, tasks completed, man-hours spent and payments made.

Items excluded from labour based items:

- 1) Excavation in Boulders and rock material - Mechanical excavators and blasting allowed.
- 2) Compaction of bedding and backfilling - Rollers and plate compactors allowed.
- 3) Transport of materials LDV, dumpers and other transport equipment allowed.
- 4) Mixing of concrete - Mechanical mixers allowed.
- 5) Vibration of concrete - Vibrators compulsory.
- 6) Precast concrete manholes.

PS 22 TRAINING SCHEMES

Certain members of the Contractors staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract.

The PSC will select the trainees and decide upon the specific training for each of them. The Contractor must guide PSC in this regard and make all the necessary arrangements with the training institution and the trainees, to ensure that the process runs smoothly. All other costs, including transport of trainees, will be borne by the Contractor and is deemed to be included in the P &G.

PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

The scope of works for this contract could be affected by existing services. Where necessary the contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services.

PS 23.1 Water and Storm Water Services

All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the contractor's negligence or unauthorized action shall be to the contractor's account.

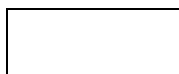
PS 23.2 Electrical Services

The following procedures will apply:

1. The Contractor will in all instances submit construction drawings to the Electricity Supply Authority (ESA) for comments and for ESA to indicate known electrical services. These drawings will in all instances be available on site during the construction period or in the possession of the supervisor of the construction workers.
2. The cable's precise position on the terrain, with reference to the approximate position as indicated on the drawing, must be confirmed on terrain by means of cable tracing equipment to be supplied or arranged by the Contractor for this purpose. In the case of primary cables (11 kV and 33kV) as indicated on the drawings, it is essential that cable tracing be conducted by ESA.



Contractor



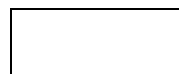
Witness 1



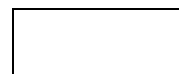
Witness 2



Employer



Witness 1





Witness 2


The Contractor will provide sufficient white lime to mark the cable on the ground. The contact persons and telephone numbers for cable tracing personnel shall be obtained from ESA by the Contractor.


3. The Contractor must thereafter, very carefully, open up the cable by hand on at least two places, of which the in between distances will not exceed 50 meters.
4. At any position, between any two points of the exposed cable as described in 1.3 above, that cable shall be identified as a known service if it lays within 0,5 meters of a straight line drawn between these two points
5. If the cable lays further than 0,5 meters away from a straight line drawn between the two exposed points, it shall be identified as an unknown service.
6. With reference to the approximate position of cables on the drawing, the Contractor will be responsible for confirming the location of such cables on terrain by means of the equipment referred to in 1.2 above, and by careful digging by hand. If the exact position of the cables cannot be determined without doubt, ESA can be approached for help.
7. When existing electrical cables fall within the excavation area of the new service, the Contractor will be responsible for protecting and supporting such cable. During backfilling of the trench, the Contractor will ensure that the cable is not damaged and repositioned at the original position and depth with the necessary bedding and marker tape.
8. Before any exposed cables are backfilled, such cables shall be inspected for possible damage by the terrain agent, in the presence of the Engineer or his/her representative. A complete record of all positions where cables were exposed must be indicated on the drawing.
9. The Contractor is responsible for keeping a complete record of incidents where electrical cables (known or unknown) were damaged that includes the following:
 - Date when damaged and the reason
 - Date when repaired
 - The extent of repairs, for instance cable size, number of joints necessary, the length of cable replaced etc.
 - The exact cable position and depth indicated on the plan
10. The Engineer's representative must check these records. The above-mentioned record will be an annexure to the minutes of the monthly site meetings. All repairs of damaged cables (known or unknown) will be conducted by ESA. The account for repairs done on known services (cables) will be delivered to the Contractor via the Engineer. On the basis of accounts delivered monthly by ESA, the repair cost of a known service (electrical cable) that was damaged, will be recovered from the Contractor's certificate.
11. **33 kV Cables**
In no instances will any Contractor be allowed to expose cover 33kV cables or excavate closer to 500mm (by hand) and 2000 mm (mechanical excavation) from the centre of a 33 kV cable. ESA will do the required excavation for the Contractor's account.
12. **Overhead Services**
Excavation and backfill shall be such that no foundation of overhead structures (power lines, streetlights, high mast lights, stays etc.) will be disturbed. If disturbed, the Contractor will inform ESA in writing and will reinstate the foundation to its original state.



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

13. **Maintenance Period**
During the maintenance period the Contractor's responsibility shall include:
All electrical cables that were exposed or handled by him
Excavations in the vicinity of poles and stays, at the time of the construction activities

This makes provision for instances where damaged cables were covered up without informing ESA that may cause many problems later on. The Contractor is responsible to repair all disturbed pole and stay foundations and to reinstate it to its original condition (electrical and structural), as they are disturbed.

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17

PART C3.4

Amendments to the Standard and Particular Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PCL: COMMUNITY LIAISON AND COMMUNITY RELATIONS

PCL 1 GENERAL

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Lepelle Nkumpi Local municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 COMMUNITY LIAISON OFFICER (CLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- j. To receive and attend to any complaints lodge by PSC and members of the community.
- k. To keep a daily written record of his interviews and community liaison.
- l. All such other duties as agreed upon between all parties concerned.
- m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the Lepelle Nkumpi Local municipality.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be R4 500 per month unless otherwise ordered by the Engineer. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

PTR: TRAINING

PTR 1 GENERAL

Training needs will be determined during the construction period. The Community Liaison Officer (CLO) in consultation with the Project Steering Committee (PSC) and the Engineer will identify possible training needs. The training needs will be put before Lepelle Nkumpi Local Municipality and the Engineer for approval.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM017/2020/21

**RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN
CATHOLIC CHURCH) WARD 17**

PART C4

LOCALITY PLAN AND DRAWINGS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. C4.1: LOCALITY PLAN

RESEALLING OF INTERNAL STREET ZONE A (SECHOCHO TO ROMAN CATHOLIC CHURCH) WARD 17



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2