

# MAKHADO MUNICIPALITY



**CONTRACT NO: 77 OF 2021**

**REHABILITATION OF KRUGER STREET**

**TENDER DOCUMENT**

**CIDB GRADING: 5CE or higher**

NAME OF TENDERER	:	
TENDER AMOUNT	:	

**PREPARED FOR:  
MAKHADO LOCAL MUNICIPALITY**



Private Bag X 2596  
Louis Trichardt  
0920

Tel: 015 519 3000  
Fax: 015 516 1195

**PREPARED BY:  
MORULA CONSULTING ENGINEERS**



P O Box 60  
Dzanani  
0955

Tel: 072 791 9934 / 072 714 9143  
Fax: 086 558 6446



**EXPANDED PUBLIC WORKS PROGRAMME**

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**MAKHADO LOCAL MUNICIPALITY****CONTRACT NO: 77 of 2021****REHABILITATION OF KRUGER STREET****T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Suitable service providers are invited to tender for the development of **REHABILITATION OF KRUGER STREET**. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable on 28 October 2021 at the Procurement Offices No. B043 Ground Floor, 83 Krogh Street, Civic Centre, Makhado or can be downloaded from e-tender portal for free <http://etenders.treasury.gov.za/content/advertised-tender> or [www.makhado.gov.za](http://www.makhado.gov.za) upon payment of a non-refundable amount of R 600.00

No compulsory briefing meeting for the above mentioned bids

Completed bid documents signed by a duly authorised person, sealed in an envelope clearly marked "**CONTRACT NO: 77 of 2021 REHABILITATION OF KRUGER STREET**" must reach the undersigned by depositing it into the tender box by not later than 12:00 pm on

12 November 2021 when all tenders received will be opened in public in the Council Chambers, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated on 80/20 score points.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents e.g. CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report

.All enquiries can be directed to the Thulare L at 015 519 3109 or Raleshuku M G at 015 519 3000.

Mr M.K NEMANAME

ACTING MUNICIPAL MANAGER

T1.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MAKHADO MUNICIPALITY



### CONTRACT NO: 77 of 2021 REHABILITATION OF KRUGER STREET

#### **T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See [www.cidb.org.za](http://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	<b>The Employer is:</b> <b>MAKHADO LOCAL MUNICIPALITY</b> Private Bag X2596 Louis Trichardt 0920
F.1.2	The Tender documents issued by the Employer comprise the following documents: <b>THE TENDER</b> <b>Part T1 : Tendering Procedures</b> T1.1 Tender Notice and invitation to tender T1.2 Tender Data <b>Part T2: Returnable Documents</b> T2.1 List of Returnable documents T2.2 Returnable schedules  <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract Data</b>

T1.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b></p> <p>C3 Scope of Work</p> <p><b>Part C4: Site Information</b></p> <p>C4 Site Information</p>		
F1.3	<p><b>Interpretation</b></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><b>The Employer's Agent is:</b></p>		
	<table> <tr> <td> <p><b>Morula Consulting Engineers cc</b></p> <p><b>Tel: 072 791 9934</b></p> <p><b>Fax: 086 558 6446</b></p> </td><td> <p><b>P.O Box 60</b></p> <p><b>Dzanani</b></p> <p><b>0955</b></p> </td></tr> </table>	<p><b>Morula Consulting Engineers cc</b></p> <p><b>Tel: 072 791 9934</b></p> <p><b>Fax: 086 558 6446</b></p>	<p><b>P.O Box 60</b></p> <p><b>Dzanani</b></p> <p><b>0955</b></p>
<p><b>Morula Consulting Engineers cc</b></p> <p><b>Tel: 072 791 9934</b></p> <p><b>Fax: 086 558 6446</b></p>	<p><b>P.O Box 60</b></p> <p><b>Dzanani</b></p> <p><b>0955</b></p>		
F.1.5.1	<p><b>Reject or accept</b></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><b>Eligibility</b></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 <b>5CE or higher</b> class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a Contractor grading designation in the <b>5CE or higher</b> class of construction work; and</li> <li>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 <b>5CE or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</li> </ol>		
F.2.2	<p><b>Compensation of tendering</b></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>		

T1.2.2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.3	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and copyright</b> 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	<b>Reference documents</b> 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	<b>Acknowledge Addenda</b> 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.
F.2.7	The arrangements for a <b>compulsory site meeting</b> are: NO COMPULSORY BRIEFING SESSION
F.2.10	<b>Pricing the tender</b> <b>R 600.00</b>
F.2.11	<b>Alterations to documents</b> 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	<b>Alternative tender offers</b> 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.
F.2.13.3	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:
	<b>CONTRACT NO: 77 of 2021</b> <b>REHABILITATION OF KRUGER STREET</b>
	<b>Closing date and time:</b> Closing date: <b>12 NOVEMBER 2021</b> Closing Time: <b>12:00pm</b>
	<b>Location of Tender box: Makhado local municipality</b>
	<b>Private Bag X2596</b>

T1.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<b>Louis Trichardt</b> <b>0920</b>								
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.								
F.2.15	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.								
F.2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within <b>14</b> 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: <b>12 NOVEMBER 2021</b> Closing Time: <b>12:00pm</b></p> <p>Location: Makhado local municipality</p>								
F3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 34350 dated 8 June 2017.</p> <p><u>First stage – Evaluation of functionality:</u></p> <p>Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.</p> <p><b>Scoring of Functionality:</b></p> <table><tr><th>Criteria</th><th>Maximum points</th><th>Description of requirements</th><th>Maximum obtainable points</th></tr><tr><td>Qualification of key personnel and company structure</td><td><b>30</b></td><td>Site agent /Contract manager has N.D Engineering /Building or relevant B –Degree (4) : NQF 5 (Labour intensive) Qualifications (2) Completed minimum of 2 projects five years' experience</td><td><b>10</b></td></tr></table>	Criteria	Maximum points	Description of requirements	Maximum obtainable points	Qualification of key personnel and company structure	<b>30</b>	Site agent /Contract manager has N.D Engineering /Building or relevant B –Degree (4) : NQF 5 (Labour intensive) Qualifications (2) Completed minimum of 2 projects five years' experience	<b>10</b>
Criteria	Maximum points	Description of requirements	Maximum obtainable points						
Qualification of key personnel and company structure	<b>30</b>	Site agent /Contract manager has N.D Engineering /Building or relevant B –Degree (4) : NQF 5 (Labour intensive) Qualifications (2) Completed minimum of 2 projects five years' experience	<b>10</b>						

T1.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		General foreman has trade qualifications (4): NQF level 2 Qualifications (2) completed minimum of 2 projects; three years' experience	<b>10</b>
		Safety agent with relevant safety qualifications (3) ; Completed min of 2 projects (1) three years' experience	<b>5</b>
		Plant operator with relevant trade certificate (2.5) three years' experience (2.5)	<b>5</b>
Company's previous experience	<b>30</b>	Company Experience of similar work in the past 5 years (5 points for each similar successfully completed project) completion certificate to be submitted as proof	<b>30</b>
Company's financial Experience	<b>5</b>	Bank Rating of "C" or Better = 4 Bank Rating of "D" = 3 Bank Rating of "E" or lower = 0 Letter of intent of accredited financial institution = 1	<b>5</b>
Plant and equipment	<b>20</b>	Vibrating Compactor (own /hired ) -4 Excavator /TLB (own/hired) -4 Water tanker (own / hired) -4 6m3 or 10m3 Tipper truck (own/hired)-4 Grader (own / hired) -4	Own/hire <b>20S</b>
Total Maximum Points	<b>85</b>		

The minimum score required for functionality is 70%, to be evaluated further.

The following should form part of the requirements:

- The tenderer must submit a valid risk insurance to an amount of not less than R 5 million
- Registered Financial institution s full details as guarantor in the amount of 10% as specified for surety purposes

T1.2.5

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Second stage – Compliance to administrative requirements

Bidders will be evaluated on the following administrative compliance:

- **Power of attorney / authority for signatory**
- **Original and valid Tax Clearance**
- **Proof of registration / ownership of entity**
- **Proof of purchased bid receipt**
- **Joint Venture Agreement**
- **Price amendment without signature in the bills of quantity**
- **Completion of the bill of quantity**
- **Certificate of non-collusion**
- **Non completion of MBD documents**
- **Alterations to the bid document or submission of a copy of the original bid document**
- **Completion of the bid document using pencil**
- **Usage of tipex**
- **Non completion of form of offer**
- **Attachments of Company documents (Id of Shareholders / Directors, CK)**

Third stage – Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

T1.2.6

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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

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

Where

Ps = Points scored for price of the bid or tender under consideration

Pt = Price (Rand value) of bid or tender under consideration

Pmin = Price (Rand value) of the lowest acceptable bid or tender

Points scored must be rounded off to the nearest 2 decimal places

**Step 2: Calculation of points for B-BBEE status level of contributor**

Points shall 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 (80/20 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 points for B-BBEE.

The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.

**Award of contract to bids not scoring the highest number of points**

- A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
- In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

**Evaluation of bids that scored equal points**

- In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.

T1.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scoring using Formula 2 (option 1) in Table F1 where the value of W1 is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals of is less than R 500 000.</li> </ol> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> <li>1. MAKHADO LCOAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2. MAKHADO LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li> <li>3 MAKHADO LOCAL MUNICIPALITY reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</li> </ol>
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p> <ol style="list-style-type: none"> <li>1 Ministerial Determination No.3: Extended Public Works Programmes.</li> </ol>

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

This preference form must form part of all Tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

T1.2.8

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 5. TENDER DECLARATION

6.1 Tenderers who claim points in respect of B-BBEE Status Level of Contribution must complete the following sections:

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... = ..... (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the sub-contractor? .....
- (iii) The B-BBEE status level of the sub-contractor? .....
- (iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

### 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 9.6 COMPANY CLASSIFICATION

T1.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

9.7 Total number of years the company/firm has been in business? .....

9.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the Tendering process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alter am partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

.....

**SIGNATURE OF TENDERER**

**DATE**.....

**ADDRESS** .....

T1.2.1

0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....  
.....

T1.2.1  
1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH B-BBEE VERIFICATION CERTIFICATE**

T1.2.1  
2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes**

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Declaration of good standing regarding tax & Original Tax Clearance Certificate
Form H	Certificate of Attendance at Site Meeting
Form I	Proposed Key Personnel
Form J	Schedule of Plant and Equipment
Form K	Schedule of Proposed Sub-Contractors
Form L	Financial References

**Returnable Documents that will be incorporated into the contract**

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO:77 of 2021**

**REHABILITATION OF KRUGER STREET**

**T2.2 RETURABLE DOCUMENTS**

**RETURABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**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: .....

6. **Record in the service of the state:**

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of 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: .....

T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## **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.**

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T2.2.3

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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: .....

T2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE : .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

T2.2.5

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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

**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 an 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: .....

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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T2.2.7

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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

## FORM D PREFERENCE SCHEDULE

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals. **Failure on the part of a Tenderer to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 500 000 a maximum of 80 points is allocated for price and a maximum of 20 points for meeting specific goals, which may include HDI equity, SMME status, job creation and local (South African) content. For Tenders with a Tender amount above R 500 000 a maximum of 90 points is allocated for price and a maximum of 10 points for meeting specific goals.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income tax payer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontract more than 25% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation and provisional sums, to other entities.

### DEFINITIONS

**"Acceptable Tender"** means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

**"Council"** refers to the **MAKHADO LOCAL MUNICIPALITY**.

**"Equity ownership"** refers to the percentage ownership and control, exercised by individuals within an enterprise.

**"HDI equity ownership"** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

**"Historically disadvantaged individuals (HDIs)"** means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document?)
- (ii) Women
- (iii) Disabled persons.

**"SMME's"** (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

T2.2.8

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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



Tenders are adjudicated in terms of BM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

## 1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialing next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialed by the authorised person in order for the document to constitute a proper Contract between the Employer (GGM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tendered or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any tendered who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**2. Size of enterprise and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

**4. Previous experience**

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

**5. Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tendered hereby grants his consent for this purpose.

**6. Good standing with SA Revenue Services**

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tendered must affix an original valid Tax Clearance Certificate to the second page of the Tender document.

If the Tender does **not** meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

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T2.2.10

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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

## 7. Penalties

The MAKHADO LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the contractor, its shareholders and directors on obtaining any business from the MAKHADO LOCAL MUNICIPALITY for a period of 5 years.

## 8. HDI Status

- Preference points stipulated in respect of a tender include preference points for equity ownership by HDIs.
- The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- In the event that the percentage of ownership changes after the closing date of the tender, the tenderer must notify the Council accordingly and such tenderer will not be eligible for any preference points. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

Claims made for equity ownership by an HDI must be considered according to the following criteria:

- Equity within private companies must be based on the percentage of equity ownership;
- A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

The following is applicable to calculate points for price in respect of tenders with a value between R200,000-01 (VAT incl) and R 500,000-00 (VAT incl)		The following is applicable to calculate points for price in respect of tenders with a value above R 500,000-01 (VAT incl).	
80	Potential points for price & functionality	90	Potential points for price & functionality
10	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals	5	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals
5	Potential points for equity owned by women	3	Potential points for equity owned by women

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

REHABILITATION OF KRUGER STREET  
T2.2 Returnable Documents

5	Potential points for being situated within the Council's area of jurisdiction	2	Potential points for being situated within the Council's area of jurisdiction
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I/we apply on behalf of my/our firm for a preference based on:

**NON-JOINT VENTURES**

	HDI		Locality			
	No franchise in national elections (black persons)	Women				
	African, Coloured, Indian					
Equity ownership percentage						
For office use only: Number of preference points awarded by employer			Total: .....			

**JOINT VENTURES**

Name	Position occupied in Enterprise	Identity number	Citizenship	HDI Status (Y/N)	Date of Ownership	% Owned by HDI's	% Owned by Women
TOTAL						a	b

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NOTE**

Where owners are themselves, a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows: -

Joint venture members	a % Contribution to the JV	b % HDI ownership	c=a * b/100 % HDI contribution
Total HDI contribution			

	HDI		Locality
	No franchise in national elections (black persons)	Women	
	African, Coloured, Indian		
The percentage of the contract value managed or executed by their HDI members			
For office use only: Number of preference points awarded by employer			
	Total: .....		

**5. Tender preferences claimed:**

I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business:

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
HDI (African, Coloured, Indian) equity ownership		
HDI (women) equity ownership		
Locality		

**6. Declaration with respect to preferences claimed in respect of HDI, women and locality:**

**6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant**

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women	Disabled person		
			PPG (African)	Coloured, Indian				

6.1.2 How long has the entity been in existence? .....

6.1.3 Describe principal business activities:

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

T2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 6.2 Declaration in respect of claim for preference in respect of disabled person

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

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

Telephone: .....

Fax: .....

Date: .....

T2.2.15

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 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.**

[illegible]

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

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T2.2.16

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**Contractor**

\_\_\_\_\_

**Witness 1**

\_\_\_\_\_

**Witness 2**

13

***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: .....

Full name of signatory: .....

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM G DECLARATION OF GOOD STANDING REGARDING TAX**

<b><i>SOUTH AFRICAN REVENUE SERVICES</i></b>	Tender No: ..... Closing Date: .....																				
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																					
<b>PARTICULARS</b>																					
1. Name of Taxpayer/Tenderer: .....																					
2. Trade Name: .....																					
3. Identification Number: (If applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. Company / Close Corporation registration number:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. Income Tax reference number:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT registration number: (If applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
8. Monetary value of Bid:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
<b>DECLARATION</b>																					
<p>I, ..... the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue..... to satisfy them. *</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 30%;">..... <b>SIGNATURE</b></div><div style="width: 30%;">..... <b>CAPACITY</b></div><div style="width: 30%;">..... <b>DATE</b></div></div>																					
<p><b><u>PLEASE NOTE: *</u></b>      The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>																					

T2.2.18

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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

## **ATTACH ORIGINAL TAX CLEARANCE CERTIFICATE**

**THE CERTIFICATE MUST NOT BE OLDER THAN 12 MONTHS**

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T2.2.19

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM H CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, ..... (Name)

duly authorised representative of ..... (Tenderer)

Address: .....

Date: .....

Visited the site on .....(date) in the presence of .....  
(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

\_\_\_\_\_  
REPRESENTATIVE OF EMPLOYER

\_\_\_\_\_  
REPRESENTATIVE OF TENDERER

T2.2.20

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	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of <b>Full Time</b> employment	No of <b>Part Time</b> employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
2.			
3.			
4.			
5.			

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

T2.2.21

Contractor

Witness 1

Witness 2

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: .....

Full name of signatory: .....

T2.2.22

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: .....

Full name of signatory: .....

T2.2.23

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:

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

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

T2.2.24

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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



**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

**T2.3 MBD FORMS**

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T2.3

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



MBD 1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY

BID NUMBER: **77 of 2021**      CLOSING DATE: **12 November 2021**      CLOSING TIME: **12:00pm**  
DESCRIPTION: *REHABILITATION OF KRUGER STREET*

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

(TENDERS TO REACH MAKHADO LOCAL MUNICIPALITY BEFORE CLOSING)

DATE AND TIME

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Civic Centre, 83 Krogh Street, Makhado 0920

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 7h00 to 16h00 a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

..... *[insert any other criteria]*

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE ..... NUMBER.....  
VAT REGISTRATION NUMBER .....  
HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO  
ARE YOU THE ACCREDITED REPRESENTATIVE?  
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO  
(IF YES ENCLOSE PROOF)  
SIGNATURE OF BIDDER .....  
DATE .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED .....  
TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Makhado Local Municipality  
**Department:** Technical  
**Contact Person:** Thulare L  
**Tel:** 015 519 3109  
**Fax:** 015 516 1195

**ANY REQUIRIES REGARDING SUPPLY CHAIN INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Ms P Mudau  
**Tel:** 015 519 3044/3024  
**Contact Person:**

## **TAX CLEARANCE REQUIREMENTS**

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

## APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

## DECLARATION OF INTEREST

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

---

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....

.....

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

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

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

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

**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



## 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (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:

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

80/20                      or                      90/10

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name \_\_\_\_\_ of  
Company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:** .....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable 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 .....

.....  
.....

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

**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 OHSSS

**Part C2: Pricing Data**

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

**Part C3: Scope of Work**

- C3 Scope of Work

**Part C4: Site Information**

- C4 Site Information

**Part C5 : Additional Documentation**

- C5 Additional Documentation

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C1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

<b>C1      AGREEMENTS AND CONTRACT DATA</b>
---

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of the Occupational Health and Safety Act, 1993 (ACT NO 85 OF 1993)

Z

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C1.1

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

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

.....

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_

Name

Date

### C1.2

--	--	--	--	--	--

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
- Part 5 Additional Documentation

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

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

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

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer		
	(Name and address of organisation)	
Name & Signature Of Witness		
	Name	Date

C1.3

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	<b>Subject</b> _____ Details _____
2	<b>Subject</b> _____ Details _____
3	<b>Subject</b> _____ Details _____
4	<b>Subject</b> _____ Details _____
5	<b>Subject</b> _____ Details _____
6	<b>Subject</b> _____ Details _____

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

C1.4

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

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C1.5

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](http://www.saice.org.za).

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

#### **PART 1: Data provided by the Employer**

Clause	Data
<b>1.1.14</b>	The Name of the Employer is <b>MAKHADO MUNICIPALITY</b>
<b>1.2.2</b>	The address of the Employer is: Civic Centre 83 Krogh Street Makhado 0920 Telephone: 015 519 3000 Fax: 015 516 1195
<b>1.1.15</b>	The name of the Engineer is <b>Morula Consulting Engineers cc</b>
<b>1.2.2</b>	The address of the Engineer is: <b>54A Dorp Street</b> <b>Morula Place</b> <b>Polokwane</b> <b>0699</b> Telephone : <b>072 791 9934</b> Facsimile : <b>086 558 6446</b>
<b>1.6</b>	The special non-working days are the official builder's holiday plus all statutory public holidays.
<b>38</b>	The year end break commences on <b>16<sup>th</sup> December</b> and the first Monday of the subsequent year.
<b>7</b>	The time to deliver the Deed of Guarantee is <b>14</b> days.
<b>7</b>	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).
<b>7</b>	The liability of the guarantee shall be <b>10</b> %.
<b>10</b>	The Contractor shall commence executing the Works within <b>14</b> days from the Commencement Date.
<b>12.2</b>	The Contractor shall deliver his programme of work within <b>14</b> days.

C1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>35.1.1.2.2</b>	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>35.1.1.2.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
<b>35.1.3</b>	The limit of indemnity for liability insurance is R <b>0.00</b>
<b>42.1</b>	The Works shall be completed within <b>16</b> weeks.
<b>43.1</b>	The penalty for failing to complete the works is <b>R 2000.00 per day.</b>
<b>49.1.5</b>	The percentage advance on materials not yet built into the Permanent Works is <b>80</b> %.
<b>49.3</b>	The percentage retention on the amounts due to the Contractor is <b>10</b> %.
<b>49.3</b>	The limit of retention money is <b>10</b> % of the contract value.
<b>53.1</b>	The Defects Liability Period is <b>12</b> months.
	<b>The variations to the General Conditions of Contract</b>
<b>4.5.2</b>	Replace the term "Safety" with "Occupational Health and Safety"
<b>49.6.1 to 4.9.6.3</b>	Replace the term "Bank" with " Bank of Insurance Company"
<b>55.1.8</b>	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
<b>42.3.2</b>	<p><b>The additional clauses to the General Conditions of Contract are:</b></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>

C1.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<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 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>
42	<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*)<sup>2<sup>nd</sup></sup> 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
1.8	The <b>Contractor</b> is:
1.2.2	<p>Name: .....</p> <p>The Address of the Contractor is:</p> <p>Address (physical): .....</p> <p>.....</p>

C1.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Address (postal): .....  Telephone: ..... Facsimile: .....  E-mail: .....
<b>37.2.2.3</b>	The percentage allowance to cover overhead charges is 14%.
<b>42.1</b>	The Works are to be completed within 20 weeks.

### C1.3 FORM OF GUARANTEE

## FORM OF GUARANTEE

CONTRACT NO: 77 of 2021

REHABILITATION OF KRUGER STREET

WHEREAS .....

at .....  
(Hereinafter referred to as "the Employer")

entered into, on the ..... Day of .....2019, at .....

a Contract with .....

at .....  
(Hereinafter called "The Contractor")

for the construction of .....

C1.9

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....  
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, .....  
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. 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 said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on  
this..... day of ..... 2019.

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



As witnesses:

1. ....

Signature .....
2. ....

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

Address .....

.....

.....

## 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 **MAKHADO 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: **CONTRACT NO: 77 of 2021: REHABILITATION OF KRUGER STREET**

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 well 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.

C1.12

\_\_\_\_\_  
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 mandatories, 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:

C1.13

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)

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C1.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_  
20.....,

Mr/Ms \_\_\_\_\_ whose  
signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY :

\_\_\_\_\_

IN HIS/HER CAPACITY AS :

\_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE OF SIGNATORY :

\_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)

C1.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

**C2 PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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C2.1

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MAKHADO LOCAL MUNICIPALITY



### CONTRACT NO: 77 of 2021

#### REHABILITATION OF KRUGER STREET

#### C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule 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 latest issue of "Civil Engineering Quantities". 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 "Civil Engineering Quantities", 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.

C2.1.1

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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

MAKHADO MUNICIPALITY  
CONTRACT NO: 77 OF 2021  
REHABILITATION OF KRUGER STREET

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	<b><u>GENERAL REQUIREMENTS AND PROVISIONS</u></b>				
B12.01	(i) Payment of community liason officer	-	Prov	Sum	R 30,000.00
	(ii) Payment for PSC sittings	-	Prov	Sum	R 8,400.00
	(iii) Payment for Student Training	-	Prov	Sum	R 30,000.00
	(ii) Handling costs and profit in respect of B12.01(i) above	%	R 68,400.00		
B12.02	Structured Training (as specified in part D of the project specification)				
	(a) Generic Skills and Entreprenueral Skills	-	Prov	Sum	R 50,000.00
	(c) Handling costs and profit in respect of sub-items (a) and (b) above	%	R 50,000.00		
	(d) Provision of training venue (only if required)	-	Lump	Sum	
PS12.05	Protection, removal,relocation and replacement of Utility services.				
	(a) Utility services				
	(i) Protection, removal,relocation and replacement of utility services.		Prov	Sum	100,000.00
	(ii) Handling costs and profit in respect of sub-items (a) (i) above	%	R 100,000.00		
B12/C1.1	Contractor's initial obligation in respect of the OHS Act and Construction Regulations	L/Sum	1.00		
B12/C1.2	Contractor's Time related Obligations in respect of the OHS Act and Construction Regulations	Month	4.00		
B12/C1.3	Submission of Health and Safety File	L/Sum	1.00		
B12/C1.5	Provision for Covid Compliance	L/Sum	1.00	30,000.00	R 30,000.00
	Handling cost and profit in respect of sub item (i) above	%	R 30,000.00		
B12/C1.5	Provision for Social Facilitation	L/Sum	1.00	140,000.00	R 140,000.00
	Handling cost and profit in respect of sub item (i) above	%	R 140,000.00		
1200	<b>TOTAL CARRIED TO SUMMARY</b>				



MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<b><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b>				
13.01	The Contractor's general obligations:				
	(a) Fixed obligations	-	lump	sum	
	(b) Value-related obligations	-	lump	sum	
	(c) Time-related obligations	month	4		
1300	<b>TOTAL CARRIED TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

				SECTION 1400	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	<b><u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m²	40		
	(e) Ablution units x 2	m²	10		
14.02	Office and laboratory furniture:				
	(a) Chairs	number	15		
	(d) Desks, complete with drawers and locks	number	2		
	(f) Conference tables	number	1		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power points	number	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	number	4		
	(v) Single incandescent-light fittings complete with 100 watt globes	number	4		
	(vi) Wash-hand basins complete with taps and drains	number	1		
	(x) Fire extinguishers, 9,0kg all purpose dry powder type, complete, mounted on wall with brackets	number	2		
	(xi) Air-conditioning units with, 2,2 kW minimum capacity, mounted and with own power connection	number	2		
	(xiv) General-purpose steel cupboards with shelves	number	2		
	(xv) Steel filing cabinets with drawers	number	2		
1400	TOTAL CARRIED FORWARD				

MAKHADO MUNICIPALITY  
CONTRACT NO: 77 OF 2021  
REHABILITATION OF KRUGER STREET

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>Brought forward</b>				
14.04	Car-ports	number	4		
14.07	<b>Services</b>				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	-	Lump	Sum	
	(ii) Running costs	month	4.00		
14.08	Rented, hotel and other accommodation:				
	(a) Provisional Sum for providing rented housing, hotel or other accommodation as described in Subsubclause 1403(c)(ii)	-	Prov	Sum	R 28,000.00
	(b) Handling costs and profit in respect of subitem 14.07(a)	%	###		
B14.11	Telecommunications System				
	(a) Supply (1)Cellular Phone	-	Prov	Sum	R 10,000.00
	(b) Costs of calls by Engineer	-	Prov	Sum	R 10,500.00
	(c) Handling costs and profit in respect of subsubitem 14.11(a), (c) above	%	###		
<b>1400</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

C2.2.5

C2.2.4

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<b>ACCOMMODATION OF TRAFFIC</b>				
15.01	Accommodating traffic and maintaining temporary deviations	km	0.80		
15.02	Earthworks for temporary deviations:				
	(a) Shaping of temporary deviations	km	1.00		
	(b) Cut and borrow to fill	m <sup>3</sup>	30.00		
	(c) Cut to spoil	m <sup>3</sup>	30.00		
B15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	160.00		
	(b) Portable STOP and GO-RY signs	number	4.00		
	(e) Road signs, R- and TR-series, (size indicated)	number	4.00		
	(f) Road signs, TW-series, (size indicated)	number	4.00		
	(g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	m <sup>2</sup>	4.00		
	(h) Delineators (DTG50J):				
	(i) Single	number	10.00		
	(ii) Mounted back to back	number	5.00		
	(j) Traffic cones 600mm	number	15.00		
	(l) Movable barriers (type indicated)	No	2.00		
	(n) Safety jackets and hats	No	4.00		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m <sup>3</sup>	30.00		
15.06	Watering of temporary deviations	kilolitre	500.00		
1500	<b>TOTAL CARRIED TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>Brought forward</b>				
15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	1.0		
	(b) Existing roads used as temporary deviations	km-pass	1.0		
15.08	Repairs, alterations and/or additions to existing roads used as temporary deviations	-	Prov	Sum	Rate Only
B15.10	Accommodating traffic where the road is constructed in half widths.	km	0.80		
B15.14	Allow provisional sum for:				
	(a) Repair of damaged temporary road signs and delineators	-	Prov	Sum	
	(b) Replacement of damaged temporary road signs and delineators	-	Prov	Sum	
1500	<b>TOTAL CARRIED TO SUMMARY</b>				

**MAKHADO MUNICIPALITY**  
**CONTRACT NO: 77 OF 2021**

C2.2.7

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
17.01	Clearing and grubbing	ha	0.7		
1700	TOTAL CARRIED TO SUMMARY				

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1800</b>	<b><u>DAYWORKS</u></b>				
B18.01	Labourers:				
	(i) Unskilled	h	50		Rate Only
	(ii) Semi-skilled	h	50		Rate Only
	(iii) Skilled	h	50		Rate Only
B18.02	Foreman	h	50		Rate Only
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	50		Rate Only
	(ii) 5.1 - 10 ton	h	50		Rate Only
B18.04	Loader (0,5m³)	h	50		Rate Only
B18.05	Grader (CAT 140G or similar)	h	50		Rate Only
B18.06	LDV	km	50		Rate Only
B18.07	Compaction rollers:				
	(i) Vibratory roller	h	50		Rate Only
	(ii) Tamping roller	h	50		Rate Only
	(iii) Grid roller	h	50		Rate Only
B18.08	Hand controlled compactors				
	(i) Pedestrian roller (Bomag BW90)	h	50		Rate Only
	(ii) Vibratory plate	h	50		Rate Only
	(iii) Rammers	h	50		Rate Only
B18.09	Water truck (min. 10000litre)	h	50		Rate Only
B18.10	Dozer (D7 or similar)	h	20		Rate Only
<b>1800</b>	<b>TOTAL CARRIED TO SUMMARY</b>				Rate Only





MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2100</b>	<b><u>DRAINS</u></b>				
LI 21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>	50		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	15		
LI 21.02	Clearing and shaping existing open drains	m <sup>3</sup>	50		
21.05	Banks and dykes	m <sup>3</sup>	10		
21.19	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density.	m <sup>3</sup>	40		
<b>2100</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
 CONTRACT NO: 77 OF 2021  
 REHABILITATION OF KRUGER STREET

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2200</b>	<b><u>PREFABRICATED CULVERTS</u></b>				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>	200		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	50		
22.02	Backfilling:				
	(a) Using the excavated material	m <sup>3</sup>	80		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 2% cement	m <sup>3</sup>	10		
22.05	<b>Concrete Pipe Culvert</b>				
	(c ) Class 100 D with interlocking joint On class C bedding:*				
	(2) 750 diam	m	250		
B22.07	Cast in situ concrete and formwork:				
	(b) (i) In floor slabs for portal or rectangular culverts including formwork, joints and class U2 surface finish (class 25/19)	m <sup>3</sup>	5		
	(ii) Between culvert units (class 15/19)	m <sup>3</sup>	3		
	(c ) In inlet and outlet structures, skewed ends, catchpits, manholes, trust and anchor blocks, including formwork and including class U2 surface finish.				
	(i) Class 25/19 concrete	m <sup>3</sup>	5		
	(d) formwork of concrete under subitem 22,07(c) above				
	(i) Class F1 surface finish	m <sup>2</sup>	15		
<b>2200</b>	<b>TOTAL CARRIED FORWARD</b>				

REHABILITATION OF KRUGER STREET

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>Brought forward</b>				<b>R 0.00</b>
22.17	Steel reinforcement				
	(a) Mild steel bars	t	0.10		
	(b) High-tensile steel bars	t	0.10		
	(c) Welded steel fabric ref 195	kg	300.00		
22.18	Brickwork				
	(a) 115 mm thick	m <sup>2</sup>	5		
	(b) 230 mm thick	m <sup>2</sup>	5		
22.19	Plaster	m <sup>2</sup>	5		
22.20	Benching	m <sup>2</sup>	5		
22.23	Service ducts				
	(a) Ordinary pipes				
	(b ) Unplasticised PVC Pipes				
	(i) 110mm diameter	m	20		
	(ii) 150mm diameter	m	20		
PS22.23	(c ) Encasing of service duct in 1:12 cement soil mixture (75mm min. all round)	m	20		
PS22.25	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement, existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts ,for haul in excess of the free-haul distance.	m <sup>3</sup> -km	50		
22.26	Hand excavation to determine the positions of existing services.	m <sup>3</sup>	20		
<b>2200</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
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REHABILITATION OF KRUGER STREET

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2300</b>	<b><u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></b>				
23.01	Concrete kerbing:				
	(a)(i) Prefabricated mountable kerb, SABS 927 fig 8c, as shown on the Drawings	m	520.00		
	(ii) Prefabricated mountable kerb, SABS 927 fig 12, as shown on the Drawings	m	10.0		
	(iii) Prefabricated mountable kerb, SABS 927 fig 3, as shown on the Drawings	m	10.0		
	(ii) Edge beam (200mm deep x 200 wide mm)	m <sup>3</sup>	3.0		
23.04	Cast in situ concrete chutes (measured by components):				
	(a) Concrete				
	(1) Class 20/19	m <sup>3</sup>	4.0		
	(b) Formwork				
	(1) F1 Surface finish	m <sup>2</sup>	20		
	(2) F2 Surface finish	m <sup>2</sup>	20		
23.07	Trimming of excavations for concrete-lined opened drains:				
	(a) In soft material	m <sup>2</sup>	100		
	(b) In hard material	m <sup>2</sup>	20		
23.08	Concrete lining for open drains:				
	(a) Cast insitu concrete lining ( V and trapezoidal drain) includ formwork.	m <sup>3</sup>	6		
	(b) Class U2 surface finish to cast in situ concrete (trapezoidal drain)	m <sup>2</sup>	100		
23.10	Sealed joints in concrete linings of open drains (Polysulphide sealants)	m	5.00		
23.12	Steel reinforcement				
	(c) Welded steel fabric ref 195	kg	97.50		
<b>2300</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
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 REHABILITATION OF KRUGER STREET

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>MASS EARTHWORKS</u></b>				
<b>33.01</b>	<b>Cut and borrow to fill, including all haul :</b>				
	(a) Material in compacted layer thicknesses of 200 mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m <sup>3</sup>	1,123		
	(c) Rock fill (as specified in Subclause 3209(c))	m <sup>3</sup>	50		
<b>33.04</b>	<b>Cut to spoil, including all haul to spoil site : Material obtained from:</b>				
	(a) Soft excavation	m <sup>3</sup>	152		
	(b) Intermediate excavation	m <sup>3</sup>	15		
	(c) Hard excavation	m <sup>3</sup>	12		
<b>33.07</b>	<b>Removal of unsuitable material (including free-haul of 0,5 km):</b>				
	(a) In layer thicknesses of 200 mm and less:				
	(i) Stable material	m <sup>3</sup>	150		
	(ii) Unstable material	m <sup>3</sup>	150		
	(b) In layer thicknesses exceeding 200 mm:				
	(i) Stable material	m <sup>3</sup>	150		
	(ii) Unstable material	m <sup>3</sup>	100		
<b>33.10</b>	<b>Roadbed preparation and the compaction of material:</b>				
	(a) Compaction to 90% of modified AASHTO density	m <sup>3</sup>	2,160		
<b>3300</b>	Carried forward				

## SCHEDULE B : ROAD CONSTRUCTION

## SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>33.13</b>	<b>Finishing-off cut and fill slopes, medians and interchange areas:</b>				
	(a) Cut slopes	m <sup>2</sup>	200		
	(b) Fill slopes	m <sup>2</sup>	200		
	<u>OVERHAUL</u> (Section 1600)				
<b>33/16.01</b>	<b>Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul)</b>	m <sup>3</sup>	4,498		
<b>33/16.02</b>	<b>Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)</b>	m <sup>3</sup> -km	8,132		
3300	TOTAL CARRIED TO SUMMARY				

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 REHABILITATION OF KRUGER STREET

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>				
<b>34.01</b>	<b>Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:</b>				
	(a) Gravel subbase layers compacted to:				
	(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm (G7)	m <sup>3</sup>	429		
<b>34/16.02</b>	<b>Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)</b>	m <sup>3</sup> -km	429		
<b>34/32.04</b>	<b>Removal of oversize pavement material</b>	m <sup>3</sup>	50		
<b>34/16.02</b>	<b>Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)</b>	m <sup>3</sup> -km	500		
<b>34/32.04</b>	<b>Removal of oversize pavement material</b>	m <sup>3</sup>	50		
<b>3400</b>	Carried forward				



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SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3500</b>	<b><u>STABILIZATION</u></b>				
<b>35.01</b>	<b>Chemical stabilization extra over unstabilized compacted layers:</b>				
	(c) Gravel subbase, 150 mm thick*	m <sup>3</sup>	429		
<b>35.02</b>	<b>Chemical stabilizing agent:</b>				
	(a) Ordinary Portland cement	t	22		
<b>35.04</b>	<b>Provision and application of water for curing</b>	kl	500		
<b>3500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

MAKHADO MUNICIPALITY  
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SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
36.01	<u>CRUSHED-STONE BASE</u>				
	<p><b>Crushed-stone base:</b></p> <p>(c) Constructed from type G3 material obtained from commercial sources and compacted to 98% of bulk relative density, 150 mm thick layer (nominal 37,5mm size)</p>	m <sup>3</sup>	515		
3600	TOTAL CARRIED TO SUMMARY				



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SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>PATCHING AND REPAIRING EDGE BREAKS</b>				
<b>39.01</b>	<b>Sawing asphalt or cemented pavement layers for patching:</b>				
	(a) Sawing asphalt to an average depth:				
	(i) Not exceeding 50 mm	m <sup>2</sup>	1,200		
	(ii) Exceeding 50 mm but not exceeding 100 mm	m <sup>2</sup>	120.0		
<b>39.02</b>	<b>Excavation in existing pavements for patching in:</b>				
	(a) Bituminous material to a depth not exceeding 40mm	m <sup>3</sup>	126.2		
	(a) Cemented layers	m <sup>3</sup>	745.9		
<b>B39.03</b>	<b>Backfilling of excavations for patching with:</b>				
	(b) Backfill using the insitu material stabilized with 1.5-2% cement and 2% bituminous emulsion patch with a surface area:				
	(i) Not exceeding 5 m <sup>2</sup>	m <sup>3</sup>	745.9		
	(ii) Exceeding 5 m <sup>2</sup> but not exceeding 100 m <sup>2</sup>	m <sup>3</sup>	484.8		
	(d) Patching using medium asphalt	m <sup>2</sup>	4,973		
<b>39.04</b>	<b>Compacting the floor of excavation for patching:</b>	m <sup>2</sup>	4,973		
<b>39.05</b>	<b>Cutting back the edges of the existing surfacing for the repairing of edge breaks</b>	m	350		
<b>39/48.05</b>	<b>Repairing edge breaks in surfacing</b>				
	(a) Tack coat MC - 30 cut back bitumen at 0,5l/m <sup>2</sup>	litre	2,539		
	(b) Reconstructing edges using medium continuously graded asphalt	ton	42		
<b>39/48.06</b>	<b>Cleaning the cracks with compressed air</b>	km	1.5		
<b>39/48.07</b>	<b>Applying bituminous binders and herbicides for sealing cracks</b>				
	(a) Herbicide	litre	50		
	(b) MSP/1 or similar primer	litre	20		
<b>39/B48.14</b>	<b>Sealing cracks using emulsion and geotextile (200mm U24 Bidum)</b>	m	-		
<b>39/B48.15</b>	<b>Sealing of Cracks using the crack sealant CH - R1</b>	l	-		
<b>3600</b>	<b>TOTAL CARRIED TO SUMMARY</b>				



MAKHADO MUNICIPALITY  
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SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<b><u>ASPHALT BASE AND SURFACING</u></b>				
42.02	Asphalt surfacing (30 mm thickness and 60/70 penetration grade bitumen)				
	(a) Continuously graded (medium)	m <sup>2</sup>	8415.00		
42.04	Tack coat of 30% stable grade emulsion (application rate at 0,5l/m <sup>2</sup> )	litre	4207.50		
42.05	Binder variations				
	(a) 60/70 Penetration grade bitumen	t	3		
42.08	100 mm cores in asphalt paving	No	5		
42.13	Placing and compacting asphalt in restricted areas:				
	(b) Extra over item 42.02	t	3		
3900	<b>TOTAL CARRIED TO SUMMARY</b>				

C2.2.19

MAKHADO MUNICIPALITY  
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SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5100</b>	<b><u>PITCHING, STONEWORK AND PROTECTION AGAINST EROSION</u></b>				
LI 51.01	Stone pitching:				
	(b) Grouted stone pitching 150 mm thickness	m <sup>2</sup>	50		
<b>5100</b>	<b>TOTAL CARRIED TO SUMMARY</b>				



SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>ROAD SIGNS</u></b>				
<b>56.01</b>	<b>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:</b>				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	15		
	(ii) Area exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>	6		
	(iii) Area exceeding 10 m <sup>2</sup>	m <sup>2</sup>	-		
<b>56.02</b>	<b>Extra over item 56.01 for using:</b>				
	(a) Background of retro-reflective material:				
	(i) Class III	m <sup>2</sup>	10		
<b>56.03</b>	<b>Road sign supports (overhead road sign structures excluded):</b>				
	(a) Steel Galvenised tubing (diameter and wall thickness indicated) (D75 2mm thick)	t	0.3		
<b>56.05</b>	<b>Excavation and backfilling for road sign supports (not applicable to kilometre posts)</b>	m <sup>3</sup>	8		
<b>56.06</b>	<b>Extra over item 56.05 for cement-treated soil backfill</b>	m <sup>3</sup>	8		
<b>56.07</b>	<b>Extra over item 56.05 for rock excavation</b>	m <sup>3</sup>	3		
5600	Carried forward				

## SCHEDULE B : ROAD CONSTRUCTION

## SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
B56.11	Gravel drainage layer below road sign footings	m <sup>3</sup>	8		
B56.12	Hazard plates:				
	(a) 800 mm x 200 mm	number	8		
	(b) 1 000 mm x 250 mm	number	8		
5600	TOTAL CARRIED TO SUMMARY				

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SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5700</b>	<b>ROAD MARKINGS</b>				
57.02	Retro-reflective road-marking paint:				
	(a) White line (100mm wide broken or unbroken)	km	0.90		
	(d) White lettering and symbols	m <sup>2</sup>	0.3		
<b>57.04</b>	<b>Variations in rate of application:</b>				
	(a) White paint	litre	rate only		rate only
	(b) Yellow paint	litre	rate only		rate only
	(c) Red paint	litre	rate only		rate only
	(d) Retro-reflective beads	kg	rate only		rate only
<b>B57.06</b>	<b>Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)</b>	km	0.9		
<b>5700</b>	<b>TOTAL CARRIED TO SUMMARY</b>				<b>R 0.00</b>

MAKHADO MUNICIPALITY  
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SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single-carriageway road	km	1.80		
5900	TOTAL CARRIED TO SUMMARY				

C2.2.26

MAKHADO MUNICIPALITY  
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SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>CONCRETE BLOCK PAVING FOR ROADS</u></b>				
73.01	<b>Concrete block paving on 20mm sand bedding.</b>				
	(a) 80 mm thick, Class 35	m <sup>2</sup>	2,860		
73.03	<b>Provision of approved herbicide and ant poison:</b>				
	(a) Provision of materials	-	-	PC Sum	30,000.00
	(b) Contractor's charges and profit added to the Prime Cost Sum	%	30,000.00		
5900	<b>TOTAL CARRIED TO SUMMARY</b>				

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SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>8100</b>	<b><u>TESTING MATERIALS AND WORKMANSHIP</u></b>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	-	PC	Sum	R 35,000.00
	(b) Charge on Prime Cost Sum	%	35,000		
<b>8100</b>	<b>TOTAL CARRIED TO SUMMARY</b>				<b>R 35,000.00</b>

**SUMMARY OF SCHEDULE OF QUANTITIES**

1200	GENERAL REQUIREMENTS AND PROVISIONS.....	R	_____
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	R	_____
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL.....	R	_____
1500	ACCOMMODATION OF TRAFFIC.....	R	_____
1700	CLEARING AND GRUBBING.....	R	_____
1800	DAYWORKS.....	R	<b>Rates Only</b>
2100	DRAINS.....	R	_____
2200	PREFABRICATED CULVERTS.....	R	_____
2300	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS.....	R	_____
3300	MASS EARTHWORKS.....	R	_____
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL.....	R	_____
3500	STABILIZATION.....	R	_____
3600	CRUSHED STONE BASE.....	R	_____
3900	PATCHING AND REPAIRING EDGE BREAKS.....	R	_____
4200	ASPHALT BASE AND SURFACING.....	R	_____
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION.....	R	_____
5600	ROAD SIGNS.....	R	_____
5700	ROAD MARKING.....	R	_____
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS.....	R	_____
7300	CONCRETE BLOCK PAVING FOR ROADS.....	R	_____
8100	TESTING MATERIAL AND WORKMANSHIP TREATING OLD ROADS .....	R	_____

**TOTAL R** \_\_\_\_\_

**CALCULATION OF TENDER SUM**

SUMMARY OF SCHEDULE OF QUANTITIES TOTAL.....	R	_____
ADD CONTINGENCIES The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. (The Tenderer must add 10% of the total of schedule of quantities) .....	R	_____
<b>SUBTOTAL R</b>		_____
ADD VALUE-ADDED TAX (VAT) The tenderer shall add 15% of subtotal for VAT .....	R	_____
<b>TOTAL CARRIED TO FORM OF OFFER</b>	R	_____

SIGNED ON BEHALF OF TENDERER : .....



**MAKHADO LOCAL MUNICIPALITY****CONTRACT NO: 77 of 2021****REHABILITATION OF KRUGER STREET****C3 SCOPE OF WORK**

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2010) (2<sup>ND</sup> edition) are applicable.

**C 3.1 DESCRIPTIONS OF WORKS****C3.1.1 Client's Objective**

The Clients objective is to make sure that all internal streets around the area be upgraded.

It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

**C3.1.2 Overview of the Works**

The work entails the Rehabilitation of Vlei street interlocking paving bricks

**C3.1.3 Extend of the Works**

The work to be carried out by the Tenderer under this contract comprises mainly of the following:

- Site Establishment
- Setting out of works
- Rehabilitation of Kruger street 0.258 Access Roads
- Construction of kerbs.
- Sealing using 80mm paving blocks.

C3.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Construction of Storm water drainage.
- Road marking.
- To install the road signs.
- To finish the road after completion of the works.

### C3.1.3 Location of the Works

The project is located Makhado.

### C3.1.4 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

### C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

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C3.2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.2 ENGINEERING****C3.2.1 Design services and activity matrix**

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

**C3.2.2 Drawings**

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

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

The applicable drawings are at the end of this book

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

**C3.3 PROCUREMENT**

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the MAKHADO LOCAL MUNICIPALITY and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement

**C3.4 SUB-CONTRACTING**

C3.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2004), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

### **C3.5 CONSTRUCTION**

#### **C3.5.2 Plant and materials**

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

#### **C3.5.3 Construction Equipment**

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

#### **C 3.5.4 Existing Services**

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

C3.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

#### **C3.5.5 Site Establishment**

- Source of Water Supply

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

- Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

- Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

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C3.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

- Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Name Boards

One name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the odolite and/or level plus accessories.

### C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the MAKHADO LOCAL MUNICIPALITY.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held

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liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

C3.7

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- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
  - (i) it is held against the surface with a force of at least twice its weight; and
  - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
  - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;

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- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

### 3.6 MANAGEMENT

#### C3.6.1 Management of the Works

- Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

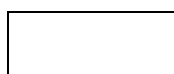
The tenderer is to note that the penalty for failing to complete the works is **R 2000.00** per day.

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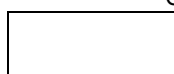
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- Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

- Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

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- Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the MAKHADO Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be R 120 per day. This will be payable by the Contractor on monthly basis.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

- Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

- Communication

The Engineer's representative on this project will be: **Mr Hulisani Tsanwani**

Contact No: **072 791 9934**

The contact person for the Employer is: **Makhado Local Municipality**

Contact No: **015 519 3109**

- Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

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- Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

- Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

- Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

- Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2004), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials

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or work have been condemned and rejected by the Engineer in terms of these conditions; or

- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

### **C3.7 HEALTH AND SAFETY**

#### **Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

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The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the MAKHADO LOCAL MUNICIPALITY. All work is to be to the satisfaction of the Engineer.

▪ Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury of death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

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**PROJECT SPECIFICATIONS****C3.2 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS****B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

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

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 that 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.

**B2 SECTION 1100: DEFINITIONS AND TERMS****B1156 LABOUR-OPTIMISING CONSTRUCTION**

*ADD THE FOLLOWING NEW CLAUSE:*

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

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**B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS****B1202 SERVICES**

ADD THE FOLLOWING NEW PARAGRAPH:

"Before work commences", the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works".

**B1204 PROGRAMME OF WORK**

(a) General requirements

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

*Add the following after the third paragraph:*

"The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the 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.

(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

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specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

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

Add the following:

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

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the 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".

(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:

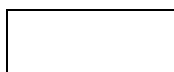
- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such 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."

#### **B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

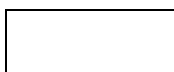
Add the following after the first paragraph of this clause:

"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)."

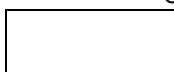
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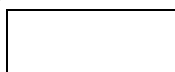
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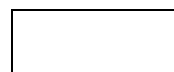
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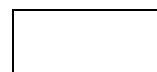
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Method (ii) (Critical path method)

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 **two (2) working days** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **two (2) working days** in any calendar month, the difference between the **two (2) 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.

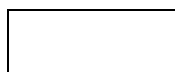
Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

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.

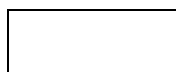
#### RAINFALL RECORDS IN MAKHADO

month	1	2	3	4	5	6	7	8	9	10	11	12
mm	126	140	81	27	17	4	8	6	21	38	79	53
°C	26.0	25.1	24.2	21.6	19.4	16.9	16.8	18.5	21.0	22.6	24.2	25.7
°C (min)	20.4	19.9	19.1	15.9	12.3	9.3	9.4	11.1	14.1	16.3	18.4	19.9
°C (max)	31.6	30.3	29.3	27.4	26.5	24.5	24.3	26.0	28.0	29.0	30.1	31.5
°F	78.8	77.2	75.6	70.9	66.9	62.4	62.2	65.3	69.8	72.7	75.6	78.3
°F (min)	68.7	67.8	66.4	60.6	54.1	48.7	48.9	52.0	57.4	61.3	65.1	67.8
°F (max)	88.9	86.5	84.7	81.3	79.7	76.1	75.7	78.8	82.4	84.2	86.2	88.7

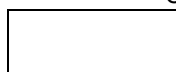
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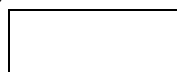
Contractor



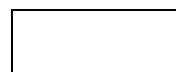
Witness 1



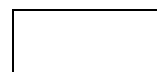
Witness 2



Employer



Witness 1



Witness 2

**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."

**B1207 NOTICES, SIGNS AND ADVERTISEMENTS**

*REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:*

"The sign-boards shall be painted with the legend in English".

**B1227: MONTHLY SITE MEETINGS**

*ADD THE FOLLOWING:*

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

**B1228: LEGAL PROVISIONS**

*ADD THE FOLLOWING NEW PARAGRAPHS:*

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (subclause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

The Contractor shall in terms of subclause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations.

C3.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work."

### **B1229: CEMENT**

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 EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

CEMENT TYPE	CEM I			CEM II A - M	CEM II A - S	CEM II B - S	CEM II A - L	CEM II A - V	CEM II B - V	CEM III A
CEMENT GRADE	52,5	42,5R	42,5				32,5			
Alpha	Rapid Hard	-	Portland Cement	-	-	-	All Purpose Cement	All Purpose Cement	Building Cement	-
Alpha Swaziland	-	-	-	-	-	-	-	-	Multi Purpose Cement	-
Lafarge	Duracast	-	Duratech	Powercrete	-	-	-	-	Buildcrete 32,5	-
NPC	-	Eagle Super	-	-	Eagle Plus/ Premium	Eagle Plus	-	-	-	Eagle Pro
PPC	Rapo	Rapo	OPC	-	-	-	Surebuild	Surebuild	Surecrete	-
PPC Botswana	-	-	-	-	-	-	-	Surebuild	Botcern	-
Slagment	-	-	-	-	-	-	-	-	-	Geotech 50*

\* This product is intended for road stabilisation purposes only. It is generally only available in bulk.

\*\* Note that all products listed above bear the SABS mark. Information correct in October 2001.

### **B1230: COMMUNITY LIASON OFFICER (CLO)**

The Contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the Project Co-ordinating Committee, 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 officer as part of his management personnel.

(a) Duties of the Community Liaison Officer

C3.21

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Community Liaison Officer's duties will be:

- (i) 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 working day will extend from 07:15 in the morning until 15:15 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.

(b) 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

### **B1231 MEASUREMENT AND PAYMENT**

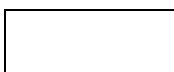
*"ADD NEW ITEMS"*

**1200: General Requirements and Provisions**

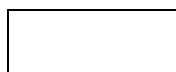
**B1201 (i) Payment of Community Liaison Officer ..... Provisional Sum (Prov. Sum)**

**(ii) Handling costs and profit in respect of 12.01(i) above ..... Percentage (%)**

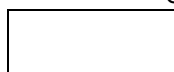
C3.22



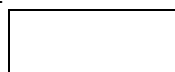
Contractor



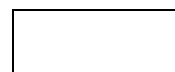
Witness 1



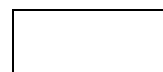
Witness 2



Employer



Witness 1



Witness 2

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201(ii) shall include full commission for all obligations, overheads, administration charges and incidental Items of cost necessary.

#### **B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

##### **B 1301: SCOPE**

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" AFTER " It also covers" IN THE FOURTH LINE..

#### **B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL**

##### **B1402: OFFICES AND LABORATORIES**

###### **(a) General**

ADD THE FOLLOWING:

"All offices and laboratories shall be supplied with approved burglar proofing"

ADD THE FOLLOWIN SUB-CLAUSE:

"(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor".

"Item

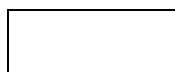
Unit

##### **B14.11 Telecommunication System Supply**

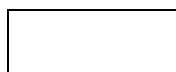
- (a) Supply one (1) cellular phone ..... Lump Sum (L/S)  
 (b) Monthly Rental ..... Month  
 (c) Cost of calls by Engineer ..... Prime Cost Sum (PC Sum)  
 (d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above... Perc (%)

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and also the tendered rates for sub-item B14.11(d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

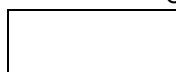
C3.23



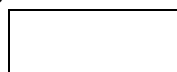
Contractor



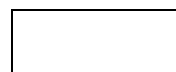
Witness 1



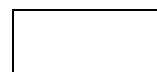
Witness 2



Employer



Witness 1



Witness 2

**B1403 HOUSING****(c) Rented Accommodation**

REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "and for all services connected with such accommodation".

**B1404 SERVICES**

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Engineer in a form of approved by him".

**B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC****B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacings 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 also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)".

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"Drums shall not be used as channelization devices.

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

(i) 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 I yellow sheeting on the side facing oncoming traffic.

(iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.

(iv) It shall be subject to the approval of the Engineer.

C3.24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

ADD THE FOLLOWING CLAUSE:

**"B 1518 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 values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

**B 1517 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B1510 Accommodation of Traffic where the road is constructed in half widths</b>	
..... kilometer (km)	

"DELETE THE FIRST PARAGRAPH AND ADD THE FOLLOWING"

The unit measurement for accommodating traffic where the road is constructed in half widths shall be kilometer measured along the centre line of the road which road is regravelled in half widths. No payment will be made for the newly constructed section of road.

**B7. SECTION 1700: CLEARING AND GRUBBING**

**B1703 EXECUTION OF WORK**

(a) Areas to be cleared and grubbed

DELETE "normally" IN THE SECOND PARAGRAPH.

**B8. SECTION 1800: DAYWORK SCHEDULE**

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

ADD THE FOLLOWING:

**B1801 SCOPE**

C3.25

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 <sup>3</sup> )	Hour (h)
B18.05	Grader (CAT 140G	Hour (h)
B18.06	or similar)	Hour (h)
B18.07	LDV	
	Compaction Rollers:	Hour(h)
	(i) Vibrator roller	Hour (h)
	(ii) Tamping roller	Hour(h)
	(iii) Grid roller	Hour(h)
B18.08	(iv) Pneumatic roller	Hour(h)
	Hand Controlled Compactors	Hour(h)
	(i) Pedestrian roller (Bomag BW90)	Hour(h)
B18.09	(ii) Vibratory plate	Hour(h)
	(iii) Rammers	
	Water truck (min 10000 l)	

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

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

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork 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."

#### **B.2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**

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

*Replace with the following:*

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the schedule of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face). All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

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

#### **B.2211 BACKFILLING OF PREFABRICATED CULVERTS**

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

#### **B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES**

Concrete work

*Add the following:*

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

(h) Prefabricated inlet and outlet structures

*Add the following:*

"The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard

C3.27

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section."

### **B2218: MEASUREMENTS AND PAYMENT**

Add the following:

"Item

Unit

B22.01(c)

Extra over subitem B22.01(a) for excavation by hand using hand tool cubic metre (m3)

Measurement shall be as specified for pay item 22.01 of the standard specifications. The bided rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

Item

Unit

B22.07(f) Formwork for joints in cast in situ concrete invert slabs

(i) Transverse construction joints (type indicated) square metre (m2)

(ii) Longitudinal joints (as per drawing) metre (m)

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

Add the following to pay item 22.08:

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

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation. The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

"Item

Unit

B22.29

Tie bars for joining in situ concrete invert slabsto 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 bided rate shall include full compensation for supply and installation of the tie bars.

C3.28



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ITEM	UNIT
B22.30a)Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated)	cubic metre (m3)
b)Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate)	cubic metre (m3)

The unit of measurement shall be the cubic metre of material ripped and compacted as specified. The bided rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
B22.31 Dewatering and keeping dry of culvert excavations	NO.

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

Payment shall be as follows:

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

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

The unit of measurement shall be the number of pipes that have been cut. The bided rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid. Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m."Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

### **B10.SECTION 3100 : BORROW MATERIALS**

### **B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

RENUMBER THE EXISTING SUB-CLAUSE (c) AS SUB-CLAUSE (d) AND ADD THE FOLLOWING SUB-CLAUSE (c):

C3.29

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"Should borrow pits located on ground not owned by the Employer be required during the contract, all negotiations and compensation will be arranged by the Employer. Before the Contractor enters private property for the purpose of opening borrow pits, constructing access roads, temporarily occupying certain land or inspecting relevant areas, he shall notify the Engineer well in advance of such action being undertaken. If any negotiations with land owners are required, the Employer will enter into such negotiations and obtain the necessary permission".

#### **B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

##### **(d) Excavating borrow material**

ADD THE FOLLOWING:

"The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained".

#### **B11.SECTION 3300 : MASS EARTHWORKS**

##### **B 3307 FILLS**

ADD THE FOLLOWING SUB-CLAUSE:

##### **"(k) Preparation of formation of existing road**

###### **(i) General**

"Re-shaping" means performing minor earthworks and grading so that the final cross-section of the road complies with the typical cross-section for the type of road specified and the vertical alignment complies with the information provided by the Engineer.

The Contractor shall supply the Engineer with a full set of cross-sections before commencing any construction activities in the road reserve.

###### **(ii) Earthworks**

The re-shaped formation shall be constructed true to line, level and cross-section as shown on the drawings or as directed by the Engineer.

The re-shaping process shall in general be carried out using material obtained from within the road reserve which is moved laterally and placed in the road formation. It is not the intention that material be moved longitudinally along the road over any significant distance during this process.

After re-shaping the road formation with material from within the road reserve and prior to any material being imported from borrow pits, the Contractor shall supply the Engineer with a set of cross-sections at the same positions as the original cross –sections for the purpose of calculating quantities.

Unsuitable or excess material from the road prism shall be removed and disposed of to spoil. Any shortfall in material shall be made up by importing suitable material.

C3.30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Material in the road formation shall be placed, watered, mixed and compacted to a minimum of 90% of modified AASHTO density for gravel, or 95% for non plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0.075mm sieve.

The Contractor's attention is specifically drawn to the requirement that only material approved by the Engineer may be used to bring the road up to the specified new formation (sub-base) level. To obtain better material characteristics in the fill, wearing course material from the existing road formation may be mixed with material obtained from the adjacent road reserve.

After the road has been brought up to the specified new formation level, whether material was imported, moved laterally in the road reserve or the existing profile was only re-shaped, a full set of cross-sections, on the same positions as the original set, shall be supplied to the Engineer. The Engineer must approve the new levels, profile and alignment before any importation of wearing course material shall be permitted.

During the re-shaping process, the road side drains and cut and fill slopes shall be trimmed and finished true to line, level and cross-section. No additional payment will be made for trimming and finishing of cut and fill slopes".

### **B3312 MEASUREMENT AND PAYMENT**

#### **Item**

#### **B33.01 Cut and borrow to fill, including free-haul up to 0,5km**

*ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:*

"The tendered rates shall also include full compensation for trimming and finishing-off the road side drains and cut and fill slopes true to line, level and cross-section.

*ADD THE FOLLOWING ITEM:*

#### **Item Unit**

#### **B33.20 Reshaping the road formation with material obtained from the road reserve and compaction to 90% of modified AASHTO density ..... cubic meter (m<sup>3</sup>)**

The unit of measurement is the cubic metre of material computed by the method of average end areas from leveled cross-sections taken along the ground line after clearing, with the final cross-sections, before importation of materials from borrow pits, superimposed thereon at intervals not exceeding 20m along the center line of the road.

The tendered rate shall include full compensation for the work involved in reshaping the road to the correct profile and cross-section, benching, terracing, selecting material from the road prism, watering, mixing and compacting to a minimum of 90% of modified AASHTO density for gravel material, or 95% for non-plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0,075mm sieve, and for trimming and finishing of the roadside drains and cut and fill slopes.

C3.31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Roadbed preparation will be paid under item 33.10".

C3.32

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**B12.SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL****B 3401 SCOPE**

ADD THE FOLLOWING:

"This section also covers the reprocessing or replacement of existing pavement layers over part of or over the full road width.

**B3403 CONSTRUCTION**

ADD THE FOLLOWING SUB-CLAUSE:

**"(f) Temporary stockpiling of material**

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work in which the material is to be used".

**B3406 ROUTINE INSPECTION AND TESTS**

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"Test results and measurements will be assessed in accordance with the provisions of section 8300".

**C3.4.2.17 SECTION 5200: GABIONS****B.5201 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."

**B 5203: 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).

C3.33

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B 5204: CONSTRUCTING GABIONS**

(b) Assembly

(c)

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."


(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 1m<sup>3</sup> 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


C3.34




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

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 waterfalls 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."

### **B.5205 MEASUREMENT AND PAYMENT**

Add the following new items:

ITEM UNIT

B52.05 Removal and dismantling of existing damaged gabions. Cubic metre (m3)

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

The bided rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The bided rate shall further include for the disposal of unsuitable material.

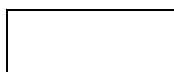
ITEM UNIT

B52.06 Gabions constructed from re-usable materials

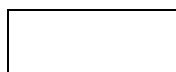
Galvanised gabion boxes:

(i)	4m x 1m x 1m	Cubic metre (m3)
(ii)	3m x 1m x 1m	Cubic metre (m3)
(iii)	2m x 1m x 1m	Cubic metre (m3)

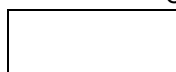
C3.35



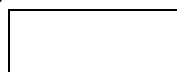
Contractor



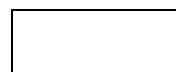
Witness 1



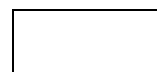
Witness 2



Employer



Witness 1



Witness 2

Galvanised gabion mattresses

(i) 0.3m Deep Cubic metre (m3)

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The bided rate shall include full compensation for using the existing wire cages and rock fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications."

#### **B17.SECTION 5600: ROAD SIGNS**

#### **B5602 MATERIALS**

(g) Retro-reflective material

*IN THE FIRST SENTENCE, REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CKS 191."*

*ADD THE FOLLOWING:*

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table B8118/1".

(k) Black vinyl

*IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.*

*ADD THE FOLLOWING SUBCLAUSE:*

"(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

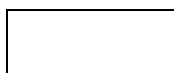
The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic".

#### **B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

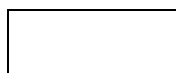
(a) Road sign boards

(i) Steel plate road sign boards

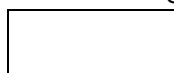
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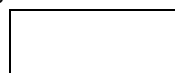
Contractor



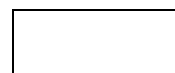
Witness 1



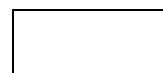
Witness 2



Employer



Witness 1



Witness 2

ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c".

#### **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."

#### **C3.4.2.21 SECTION 6100: FOUNDATIONS FOR STRUCTURES**

##### **B.6106 FOUNDING**

Add the following paragraph:

"Where founding takes place in soils or at "founding level" before the placing of foundation fill the in-situ material in the bottom of the excavation shall be compacted to a density of 90% or 93% of modified AASHTO density as directed by the engineer. The depth of preparation and compaction of founding material shall be specified by the engineer. Allowance for measurement and payment for this work is made in the schedule of quantities under this section."

##### **B.6108 BACKFILL AND FILL NEAR STRUCTURES**

(a) General

Add the following:

(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

##### **B.6109 FOUNDATION FILL**

Add the following after the 3rd paragraph:

"Granular foundation fill shall be constructed from selected subgrade material.

C3.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following after the 6th paragraph:

Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer. In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

#### **B.6115 MEASUREMENT AND PAYMENT**

Add the following new items:

"Item

Unit

B61.51

- (a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density (depth indicated) cubic metre (m<sup>3</sup>)
- (b) Extra over item B61.51 (a) for compaction to 93% of Mod. AASHTO density (depth indicated) cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of founding material prepared and compacted to the density as specified in accordance with Clause B6106 of these project specifications. The bided rates shall include full compensation for shaping, scarifying, mixing of in-situ and imported material if required, and preparing and compacting the material as specified."

#### **C3.4.2.22 SECTION 6400: CONCRETE FOR STRUCTURES**

##### **B.6402 MATERIALS**

Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

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.

##### **B.6404 CONCRETE QUALITY**

Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m<sup>3</sup> of concrete. The contractor must provide the engineer with complete mix designs and materials for strength concrete at least two (2) weeks before the first concrete is cast on the project".

C3.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B.6405 MEASURING THE MATERIALS****(c) Aggregates**

*Add the following:*

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

**B.6407 PLACING AND COMPACTING****(a) General**

*Add the following after the third paragraph:*

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

**B.6408 CONSTRUCTION JOINTS****(a) General**

*Add the following:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

**B.6409 CURING AND PROTECTING**

*Add the following:*

The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

(i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).

(iii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

**B.6414 QUALITY OF MATERIALS AND WORKMANSHIP****(a) Criteria for compliance with the requirements**

*Add the following:*

"Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

*Add the following new paragraph:*

**(c) Concrete cores - strength requirements**

"Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

**B.6416 MEASUREMENT AND PAYMENT**

Item	Unit
B64.01	
Cast in situ concrete:	cubic metre (m3)

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

**B18.SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**

ADD THE FOLLOWING CLAUSE:

**B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS**

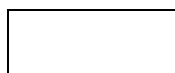
On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectometer measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B 8118/1 below. The coefficients of retro-reflection are expressed in candellas per lux per square metre (cd/(lux/m<sup>2</sup>)).

TABLE B 8118/1 COEFFICIENTS OF RETRO-REFLECTION

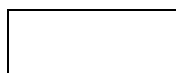
1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminant A* (cd/(lux/m <sup>2</sup> )) minimum							
e			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I <sub>C</sub>	0,33	5	10	20	35	7	3	2	50	3
II <sub>E</sub>	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

Publication 15 (E-1.3.1)' "

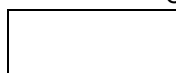
C3.40



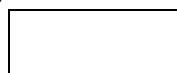
Contractor



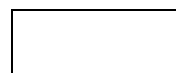
Witness 1



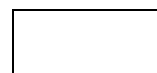
Witness 2



Employer



Witness 1



Witness 2



**PROJECT SPECIFICATIONS**

**C 3.3 PART C PROVISION OF THE TEMPORARY WORKFORCE**

**CONTENTS**

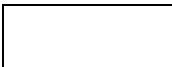
C 01	SCOPE
C 02	INTERPRETATIONS
C 03	PERMITTED SOURCES OF TEMPORARY WORKERS
C 04	EMPLOYMENT RECORDS TO BE PROVIDED
C 05	VARIATIONS IN WORKER PRODUCTION RATES
C 06	TRAINING OF THE TEMPORARY WORKFORCE
C 07	RECRUITMENT AND SELECTION PROCEDURES
C 08	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C 09	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
C 10	THE SUBCONTRACTORS' WORKFORCES
C 11	MEASUREMENT AND PAYMENT

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C3.41

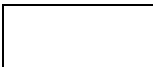
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**C 01 SCOPE**

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

**C 02 INTERPRETATIONS****C 02.01 Supporting documents**

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

**C 02.02 Definitions and abbreviations**

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

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

**C 02.03 Status**

C3.42

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

### **C 03 PERMITTED SOURCES OF TEMPORARY WORKERS**

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

### **C 04 EMPLOYMENT RECORDS TO BE PROVIDED**

(a)The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b)The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

### **C 05 VARIATIONS IN WORKER PRODUCTION RATES**

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

### **C 06 TRAINING OF THE TEMPORARY WORKFORCE**

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

### **C 07 RECRUITMENT AND SELECTION PROCEDURES**

**C 07.01** the Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C3.43

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C 07.02** The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

**C 07.03** The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

**C 07.04** The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

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

**C 07.05** The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
  - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
  - (i) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

**C 07.06** After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

**C 07.07** The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

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C3.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C 07.08** The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

#### **C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE**

**C 08.01** All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

#### **C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES**

**C 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

**C 09.02** The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

**C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

**C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

#### **C 10 THE SUBCONTRACTORS' WORKFORCES**

**C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

**C 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the

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C3.45

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

**C 11 MEASUREMENT AND PAYMENT**

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

C3.46

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

<b>C4      SITE INFORMATION</b>
---------------------------------

**Site Inspection**

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Engineer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Engineer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

**Site Information**

A geotechnical investigation is underway and the information will be provided when available.

**Locality Plan**

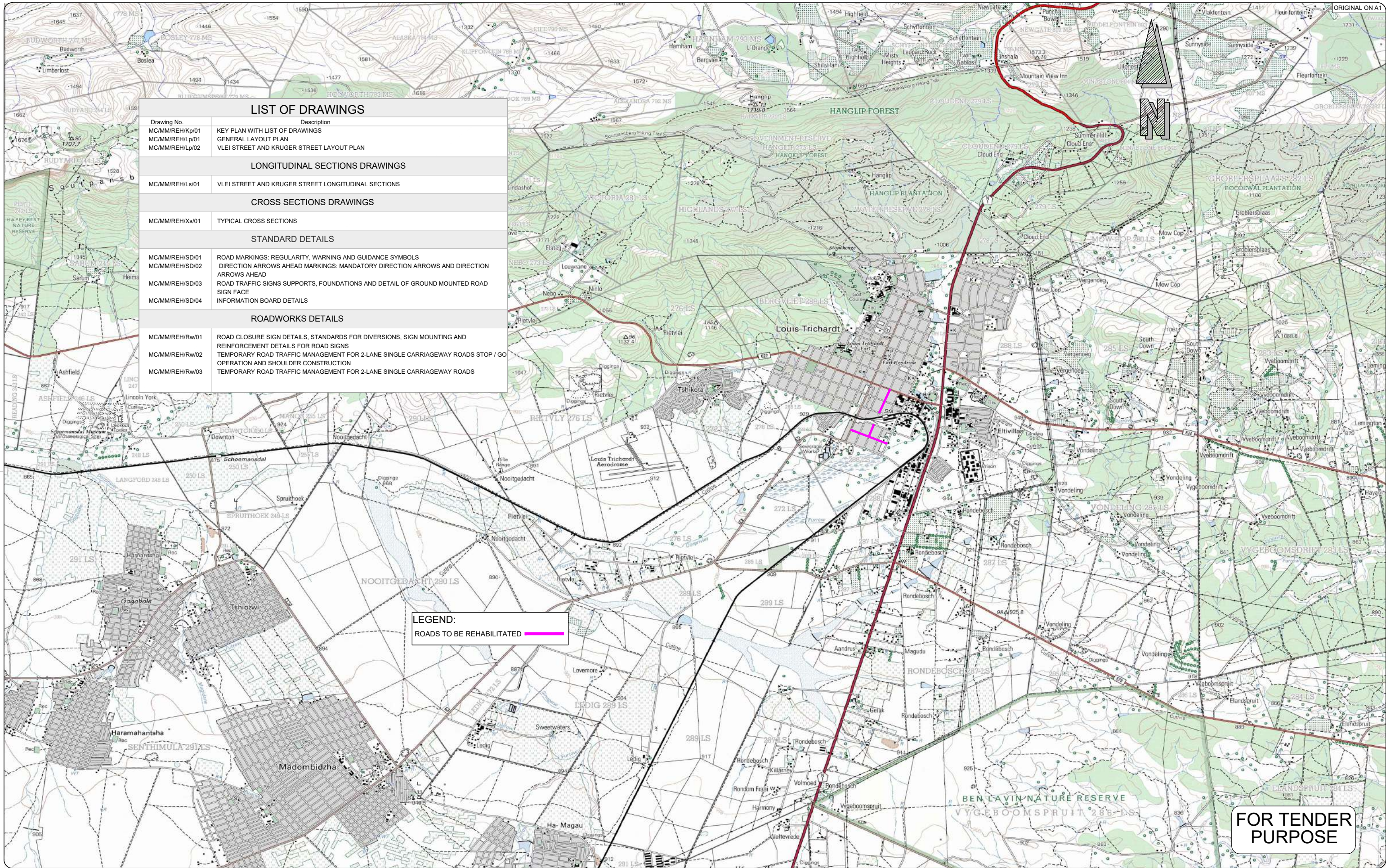
See attached.

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C4.1

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2






LIST OF DRAWINGS	
Drawing No.	Description
MC/MM/REH/Kp/01	KEY PLAN WITH LIST OF DRAWINGS
MC/MM/REH/Lp/01	GENERAL LAYOUT PLAN
MC/MM/REH/Lp/02	VLEI STREET AND KRUGER STREET LAYOUT PLAN
LONGITUDINAL SECTIONS DRAWINGS	
MC/MM/REH/Ls/01	VLEI STREET AND KRUGER STREET LONGITUDINAL SECTIONS
CROSS SECTIONS DRAWINGS	
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MC/MM/REH/SD/03	ROAD TRAFFIC SIGNS SUPPORTS, FOUNDATIONS AND DETAIL OF GROUND MOUNTED ROAD SIGN FACE
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MC/MM/REH/Rw/03	TEMPORARY ROAD TRAFFIC MANAGEMENT FOR 2-LANE SINGLE CARRIAGEWAY ROADS

No	DATE	REVISION	CONSULT	DIR	

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CHECKED BY	H.T.
DRAWN BY	F.M.
CHECKED BY	H.T.



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MLM	DATE
CONSULTING ENGINEER	DATE

TENDE No.: 47/2018	PROJECT STATUS: TENDER	(Full signature)	SHEET 1 OF 1
REHABILITATION OF VLEI STREET AND KRUGER STREET		SCALE 1:50 000	
LOCALITY PLAN WITH LIST OF DRAWINGS		DRAWING NUMBER MC/MM/REH/Kp/01	REVISION ①



**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

<b>C5      RELEVANT DOCUMENTATION</b>
---------------------------------------

The following documents are attached hereto and form part of the Contract:

- (i) Ministerial Determination No.3: Extended Public Works Programmes

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C5.1

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*Contractor*

--

*Witness 1*

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*Witness 2*

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*Employer*

--

*Witness 1*

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*Witness 2*



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
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Regulation Gazette

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Vol. 563

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No.      Gazette  
            No.**GOVERNMENT NOTICE****Labour, Department of**

## Government Notice

R. 347 Basic Conditions of Employment Act, 1997: Ministerial Determination 4: Expanded Public Works Programmes ..... 3 35310

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## GOVERNMENT NOTICE

### DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

#### BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

##### MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.

  
NM OLIPHANT, MP  
Minister of Labour  
10/04/2012

#### SCHEDULE

##### MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES

##### Index

- 
1. Definitions
  2. Application of this determination
  3. Sections not applicable to public works programmes
  4. Conditions
-

## 1. Definitions

### 1.1 In this determination -

"expanded public works programme" means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources .

### 1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes.:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste/ Working for Tourism, Investing in Culture .Programmes
- (b) Infrastructure Sector Programme and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those Implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

## 2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

## 3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes -

### 3.1 Section 10(2) [Overtime rate]

- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes]
- 3.3 Section 29(h) to (p) [Written particulars of employment]
- 3.4 Section 30 [Display of employee's rights]
- 3.5 Section 41 [Severance pay]
- 3.6 Section 37 [Notice of termination]
- 3.7 Sections 51 - 58 [Sectoral Determinations]

#### 4. **Conditions**

As set out in the ANNEXURE:

## ANNEXURE

## CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

## 1. Introduction

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

1.2 In this document -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (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 EPWP;
- (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.

## 2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

### 3. Normal Hours of Work

- 3.1 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.
- 3.2 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.
- 3.3 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.

### 4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 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.
- 4.4 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.

### 5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 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*.



6. Daily Rest Period

Every worker is entitled to a daily rest period of at least twelve 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.

7. Weekly Rest Period

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").

8. Sick Leave

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

8.2 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.

8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

BA Accumulated sick-leave may not be transferred from one contract to another contract

8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

8.7 An employer must pay a worker sick pay on the worker's usual payday.

as 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-

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

8.9 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.

B.to 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.

## 9. Maternity Leave

9.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.4 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.

9.5 A worker may begin maternity leave -

(a) four weeks before the expected date of birth; or

(b) 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

(c) 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.

9.6 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.

10. Family responsibility leave

10.1 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.

11. Statement of Conditions

11.1 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 EPWP;
- (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 EPWP.

11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

11.a An employer must supply each worker with a copy of these conditions of employment.

12. Keeping Records

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

- (a) the worker's name and position;

- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### 13. Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November in line with inflation (available CPI as provided by StatsSA six {6} weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13A 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.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place -
  - (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 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.

13.9 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.

13.10 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.

#### 14. Deductions

14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

14.3 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.

14.4 An employer may not require or allow a worker to -

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### 15. Health and Safety

15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

## 15.2 A worker must -

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16. **Compensation for Injuries and Diseases**

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 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 accident or accidents at home.

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 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.

- 17.4 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.
- 17.5 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.

### Certificate of Service

- 18.1 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 EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.





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**MAKHADO LOCAL MUNICIPALITY**



**CONTRACT NO: 77 of 2021**

**REHABILITATION OF KRUGER STREET**

**C6 DRAWINGS**

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C4.1

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Contractor

Witness 1

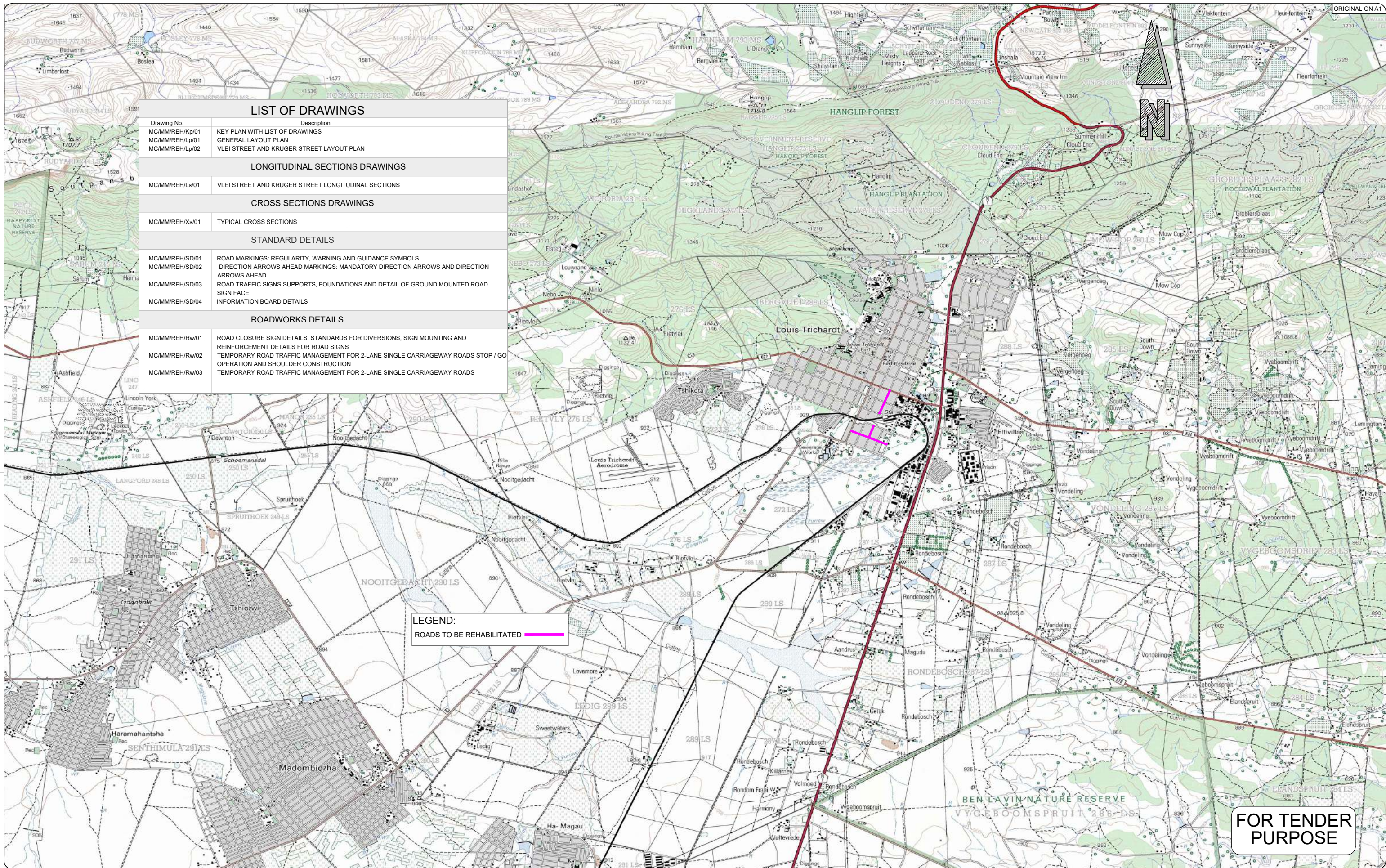
Witness 2

Employer

Witness 1

Witness 2





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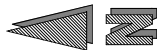
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CONSULTING ENGINEER	DATE

TENDE No.: 47/2018	PROJECT STATUS: TENDER	(Full signature)	SHEET 1 OF 1
REHABILITATION OF VLEI STREET AND KRUGER STREET		SCALE	1:50 000
LOCALITY PLAN WITH LIST OF DRAWINGS		DRAWING NUMBER	REVISION
		MC/MM/REH/Kp/01	①









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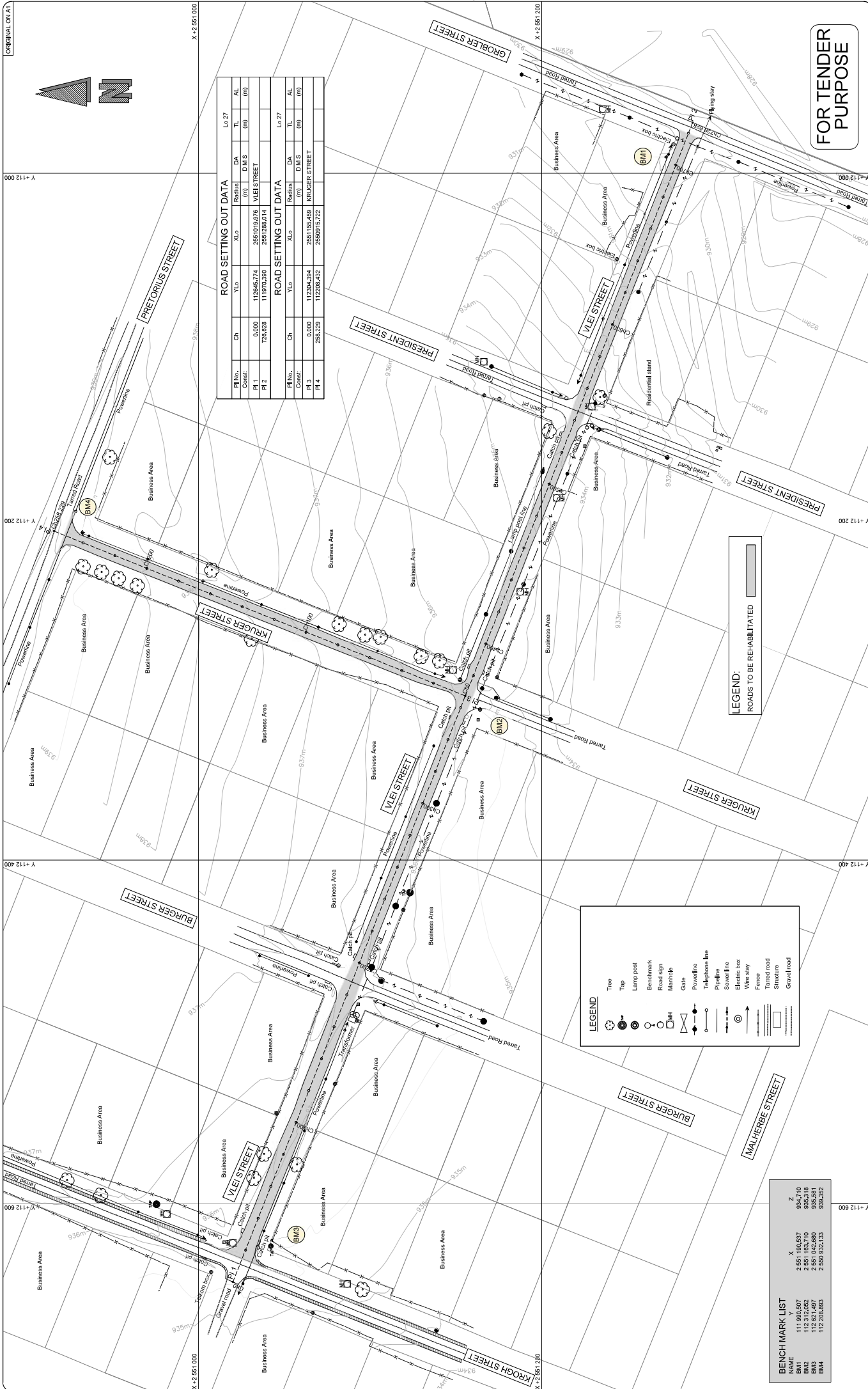
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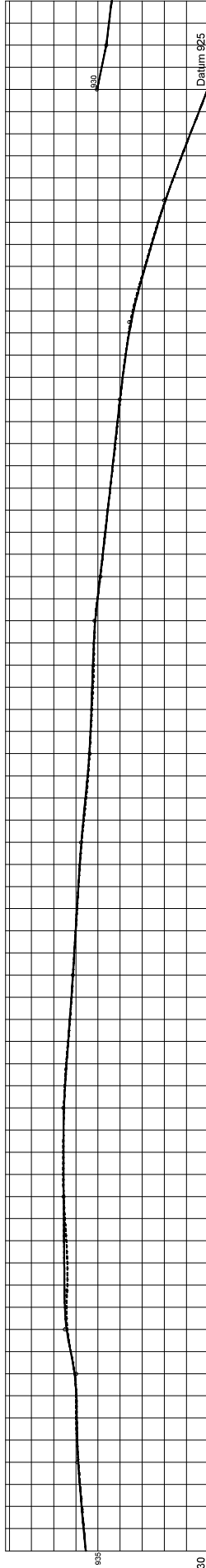
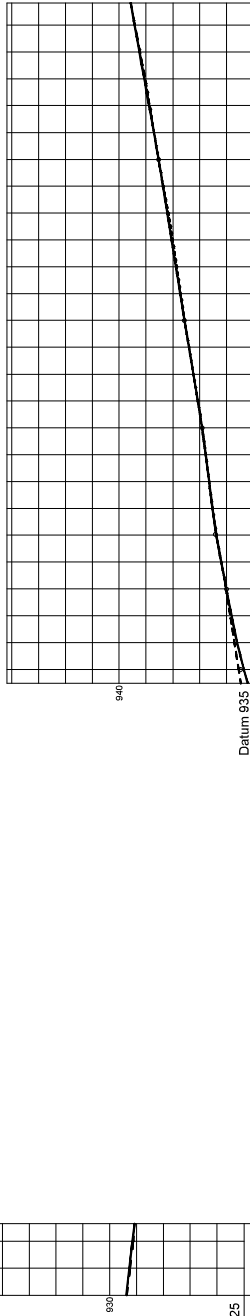
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BM2	112 312,052	2 551 163,710	935,318
BM3	112 621,497	2 551 042,680	935,581
BM4	112 208,893	2 550 932,133	939,352

**LEGEND**

	Tree
	Trap
	Lamp post
	Benchmark
	Road sign
	Manhole
	Gate
	Power line
	Telephone line
	Pipeline
	Sewer line
	Electric box
	Wire stay
	Fence
	Towered road
	Structure
	Gravel road

Source: Adapted from the U.S. Army Corps of Engineers, 1986.

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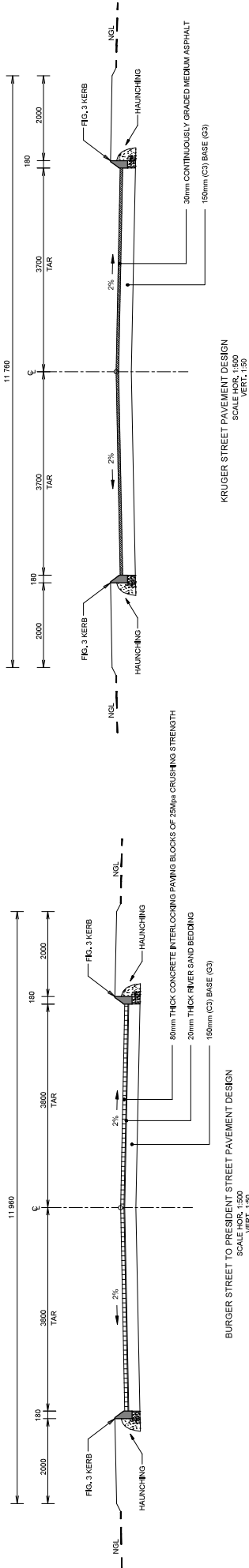
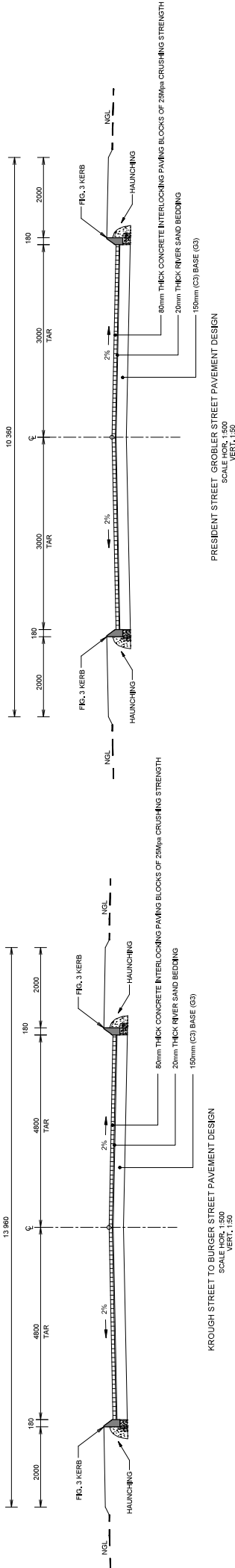
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Challenges	Vertical Alignment	Design Road Levels	Left Edge (3.7m)	935.213	935.236	5	935.213	935.236	5	
			Centre Line (0.0m)	935.567	935.641	20	935.567	935.641	20	
			Right Edge (3.7m)	935.918	935.992	40	935.918	935.992	40	
			Grades	14.000 %	10.000 %	54.500 %	1.000 %	100.000 %	100.000 %	100.000 %
			Vertical Curves	10	40	500	500	10	40	500
		Superelevation	-2%							
			Horizontal Curves							
			Direction 20° 24.35'							
			Direction 20° 24.35'							
			Superelevation							
Challenges	Vertical Alignment	Design Road Levels	Left Edge (3.5m)	929.315	929.315	700	929.315	929.315	700	
			Centre Line (0.0m)	929.366	929.366	700	929.366	929.366	700	
			Right Edge (3.5m)	929.417	929.417	700	929.417	929.417	700	
			Grades	929.315	929.315	1.171 %	929.315	929.315	1.171 %	
			Vertical Curves							
		Superelevation	-2%							
			Horizontal Curves							
			Direction 20° 33.4'							
			Direction 20° 33.4'							
			Superelevation							
Challenges	Vertical Alignment	Design Road Levels	Left Edge (3.7m)	938.402	938.424	100	938.402	938.424	100	
			Centre Line (0.0m)	938.577	938.651	80	938.577	938.651	80	
			Right Edge (3.7m)	938.728	938.806	60	938.728	938.806	60	
			Grades	14.000 %	10.000 %	54.500 %	1.000 %	100.000 %	100.000 %	100.000 %
			Vertical Curves	10	40	500	500	10	40	500
		Superelevation	-2%							
			Horizontal Curves							
			Direction 20° 24.35'							
			Direction 20° 24.35'							
			Superelevation							
Challenges	Vertical Alignment	Design Road Levels	Left Edge (3.5m)	929.315	929.315	700	929.315	929.315	700	
			Centre Line (0.0m)	929.366	929.366	700	929.366	929.366	700	
			Right Edge (3.5m)	929.417	929.417	700	929.417	929.417	700	
			Grades	929.315	929.315	1.171 %	929.315	929.315	1.171 %	
			Vertical Curves							
		Superelevation	-2%							
			Horizontal Curves							
			Direction 20° 33.4'							
			Direction 20° 33.4'							
			Superelevation							

FOR TENDER  
PURPOSE

VLEI STREET Longsection for 700 to 726

[illegible]



FOR TENDER  
PURPOSE

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ROAD MARKING DETAILS

SHEET 1 OF 2

NOTES: (RURAL LONGITUDINAL LINE TYPES)

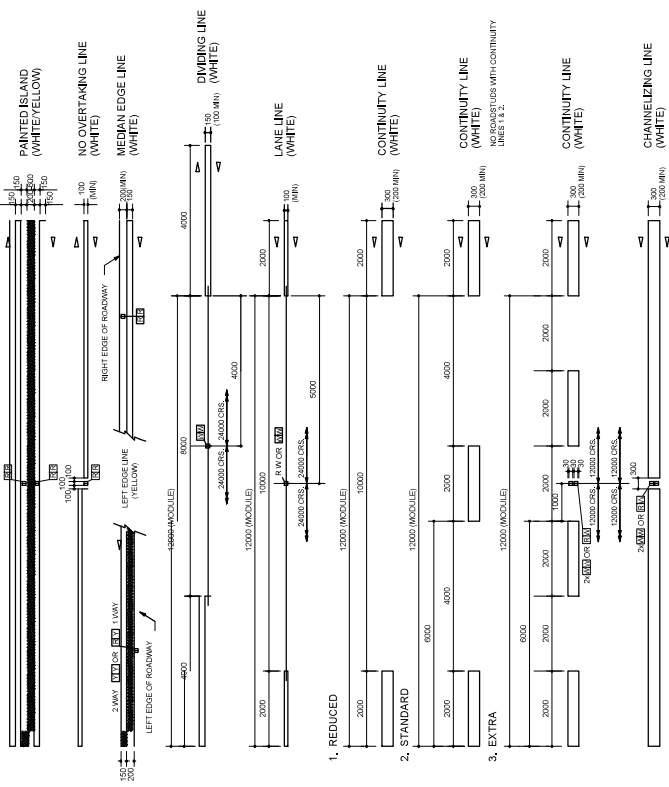
- DIRECTION OF TRAFFIC MOVEMENT WITH RESPECT TO THE MARKING
- PAINTED ISLAND MARKINGS SHALL BE USED AS A STANDARD
- A NO OVERTAKING LINE MAY BE USED TO REPLACE A DIVIDING LINE MARKING ON MINOR ROADS OR TO MATCH PROVINCIAL ROAD
- A NO OVERTAKING LINE MAY BE USED IN COMBINATION WITH A LANE LINE, NORMALLY ON A FREEWAY (CARBONWAY)
- A RIGHT EDGE LINE MARKING IS ONLY REQUIRED TO DEMARKATE THE POINT OF DEVIATION FROM A THROUGH PORTION OF ROADWAY
- THE DIVIDING LINE MARKING REPLACES THE PREVIOUS CENTRE LINE BARRIER DOES NOT CONSTITUTE A REVERSED MEDIAN
- A CONTINUITY LINE MAY BE SPECIFIED IN ONE OF THREE CATEGORIES - EITHER AT A HIGH SPEED EXIT OFF-RAMP OR SUPERROAD A DEGRADED BARRIER DOES NOT CONSTITUTE A REVERSED MEDIAN
- A CHANNELIZING LINE MAY BE USED AS AN EXTENSION OF A CONTINUITY LINE FOR CERTAIN APPLICATIONS ON THE APPROACH TO AN A-GRADE
- A LANE LINE, CONTINUITY LINE OR CHANNELIZING LINE SHALL NOT BE USED BETWEEN CROSSING TRAFFIC MOVEMENTS
- THE MINIMUM SPACING BETWEEN LONGITUDINAL LINE COMBINATIONS SHALL BE 100M

LEGEND:

- R = RED
- W = WHITE
- Y = YELLOW

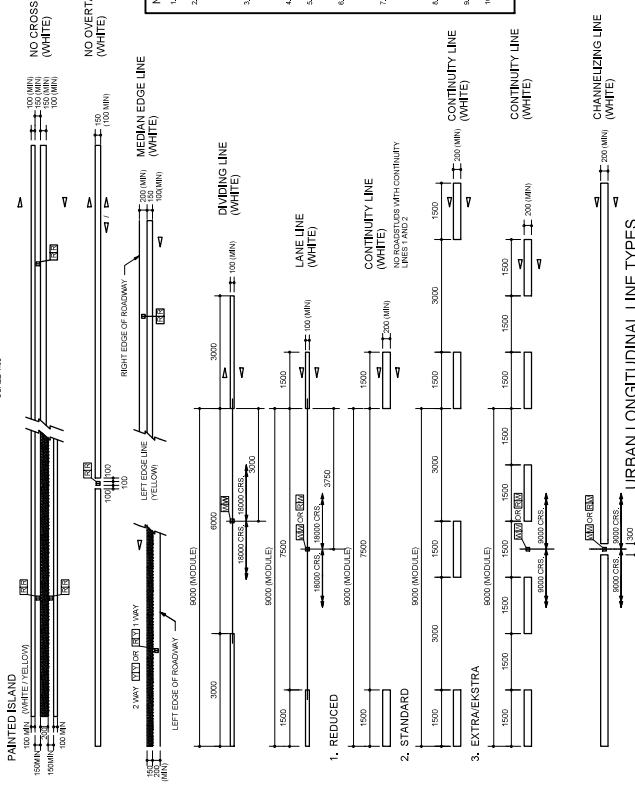
DETAIL "A2"

SCALE 1:25



RURAL LONGITUDINAL LINE TYPES

SCALE 1:50



URBAN LONGITUDINAL LINE TYPES

NOTES: (LONGITUDINAL LINE COMBINATIONS)

- DIRECTION OF TRAFFIC MOVEMENT WITH RESPECT TO THE MARKING
- FOR ALL LONGITUDINAL COMBINATIONS OF COMPONENT MARKINGS SEE RURAL AND URBAN LONGITUDINAL LINE MARKING
- COMBINATION MARKING 1 TO 4 ARE FOR TWO WAY TRAFFIC AND ARE APPLICABLE TO NATIONAL NON-FREWAY ROADS WHICH INTERSECT FREEWAYS
- WHERE POSSIBLE THE LENGTH OF CHANNELIZING MARKING SHOULD BE 100M OR MORE
- FOR ALL LONGITUDINAL COMBINATIONS OF COMPONENT MARKINGS SEE RURAL AND URBAN LONGITUDINAL LINE MARKING
- WHICH MAY BE SHORT, RECOMMENDED MINIMUM LENGTH IS 10M
- FOR RURAL AND URBAN APPLICATIONS
- BRACKETED ON THE SINGLE NO OVERTAKING LINE IN COMBINATION WITH A CONTINUITY LINE OR BANGLE NO PLACED AS INDICATED IN DETAIL "A2"

LONGITUDINAL LINE COMBINATIONS

Table with 10 columns: Operating Speed (km/h), Typical Applications, and Dimensions (mm) for various line combinations (a, b, c, d, e, f, g).

GM4.1, GM4.2, GM7, WM5

NOTES:

- THE DRAWING DETAILS A RANGE OF GENERAL MARKING OR GUIDANCE
- THE MARKING SHALL BE USED IN ACCORDANCE WITH THE SOUTH AFRICAN ROAD TRAFFIC SIGNING MANUAL
- THE MARKING SHALL BE USED IN ACCORDANCE WITH THE SOUTH AFRICAN ROAD TRAFFIC SIGNING MANUAL
- THE MARKING SHALL BE USED IN ACCORDANCE WITH THE SOUTH AFRICAN ROAD TRAFFIC SIGNING MANUAL

FOR TENDER PURPOSE

GM 7 STOP

SCALE 1:25

PROJECT STATUS: TENDER

REHABILITATION OF VLEI STREET AND KRUGER STREET

ROAD MARKINGS: REGULARITY, WARNING AND GUIDANCE SYMBOLS

DESIGNED BY, CHECKED BY, DRAWN BY, CHECKED BY

DATE, REVIEWER

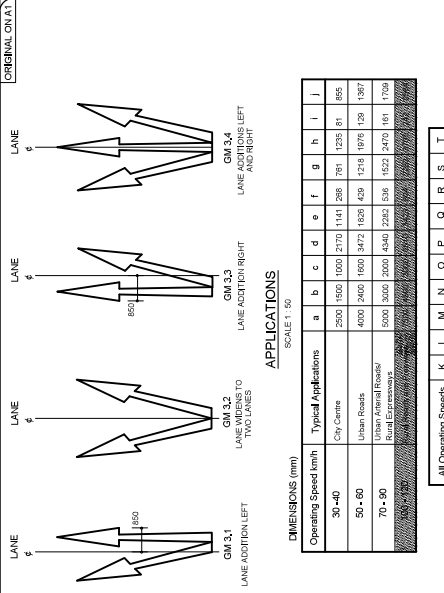
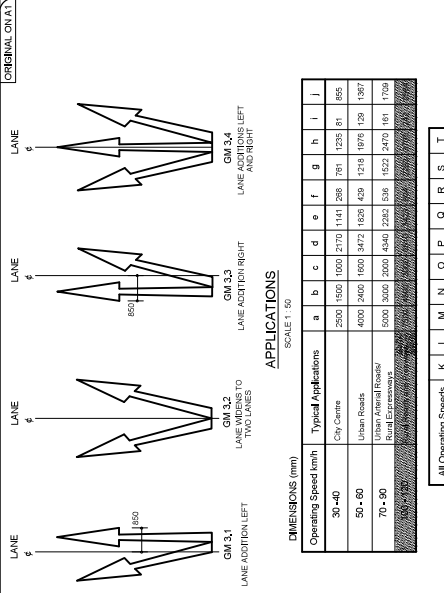
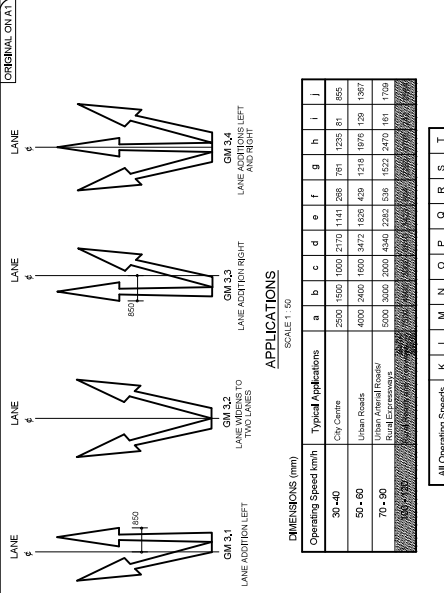
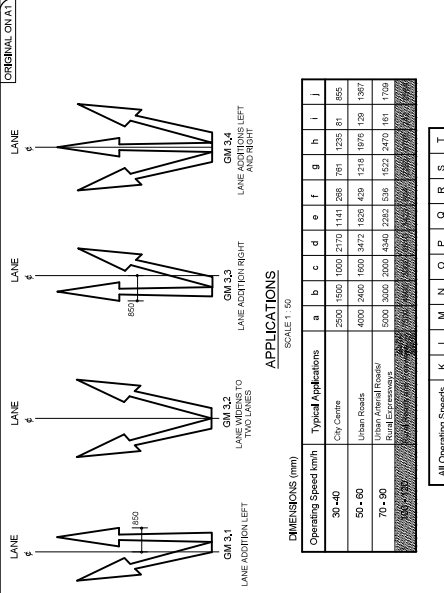
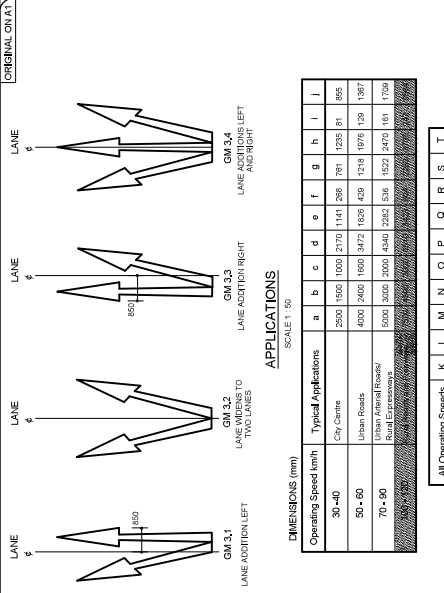
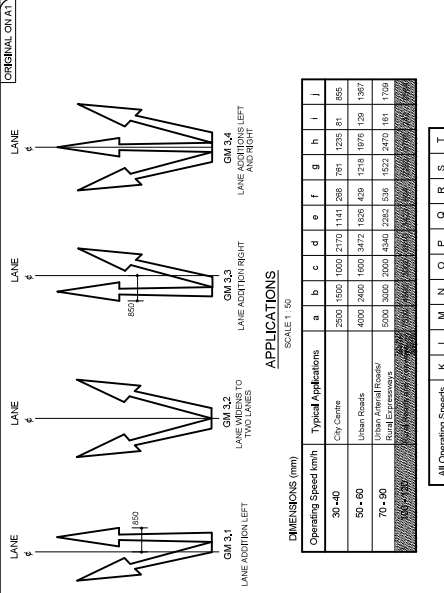
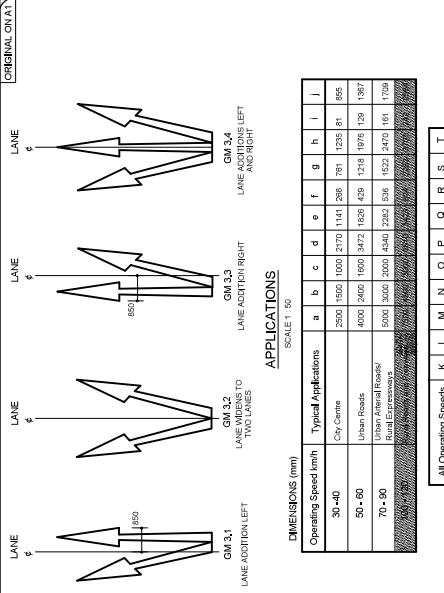
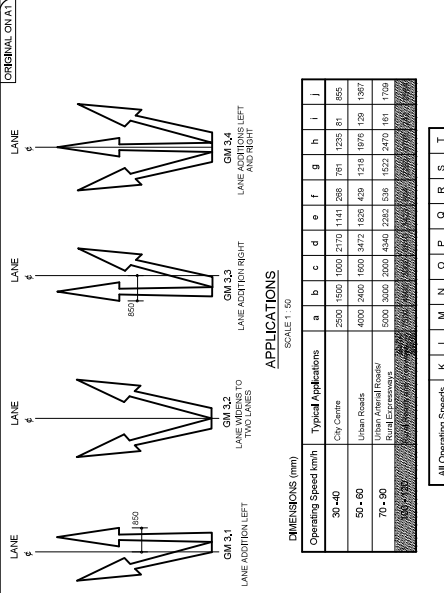
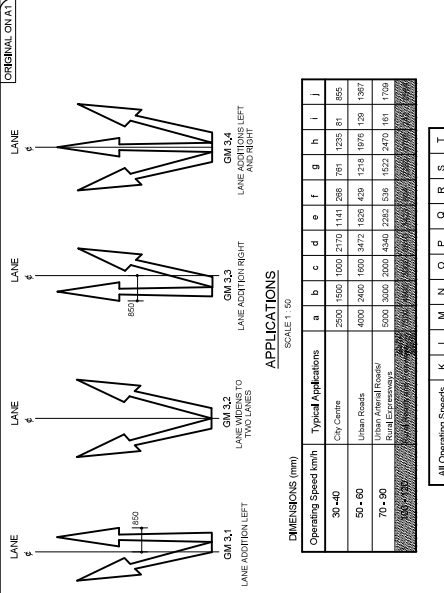
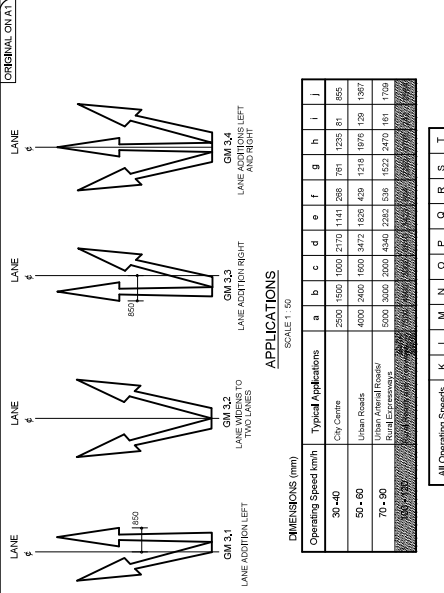
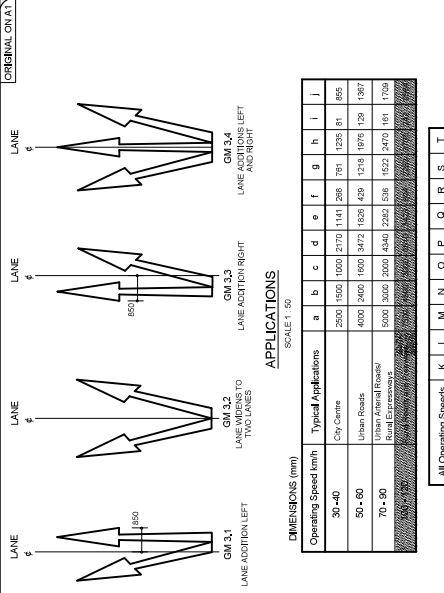
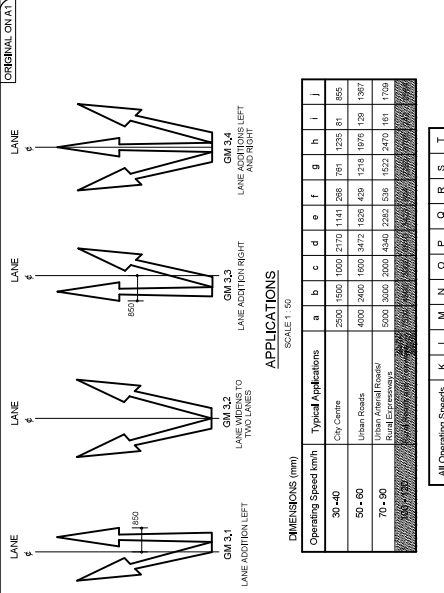
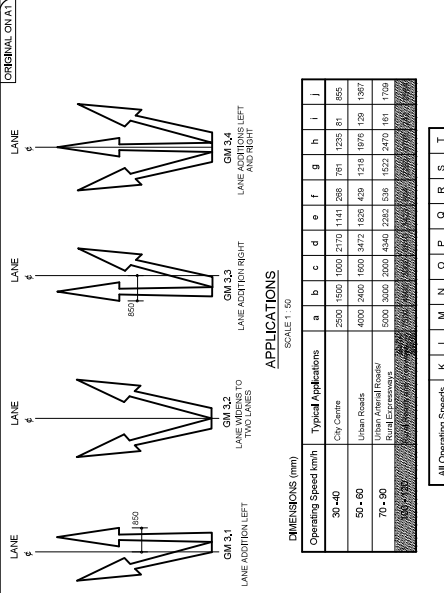
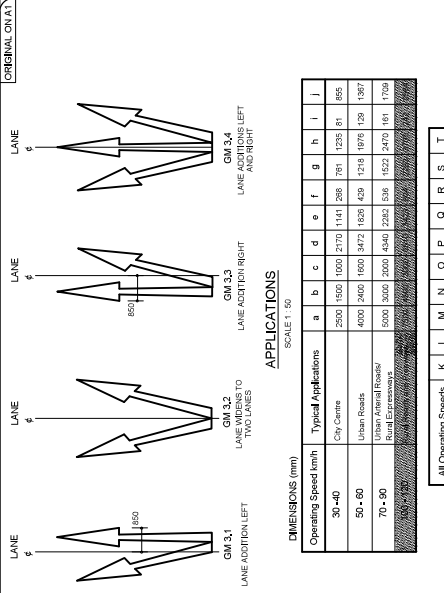
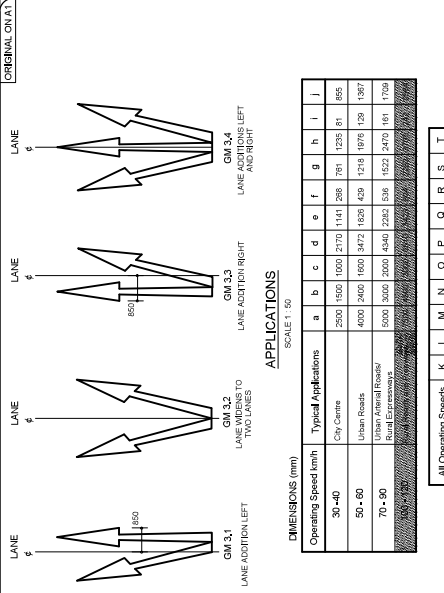
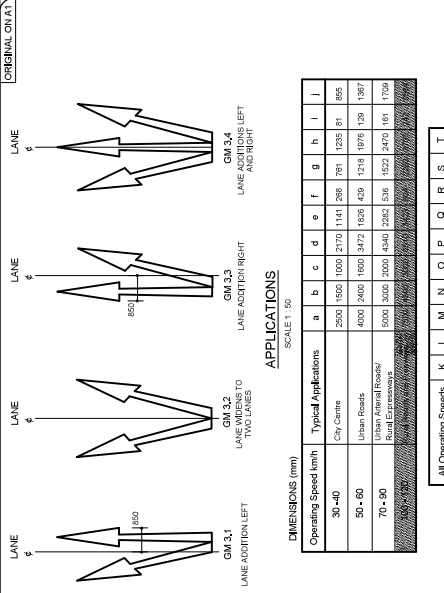
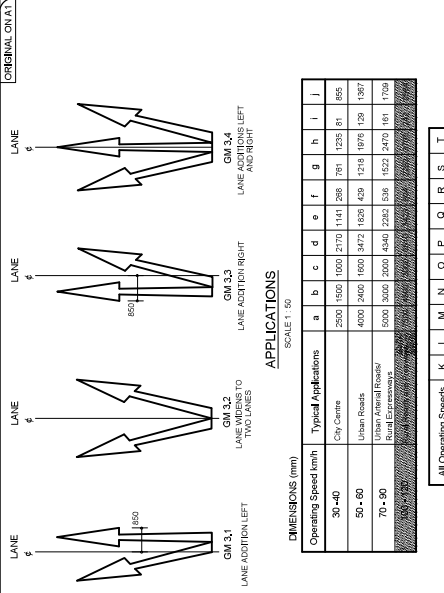
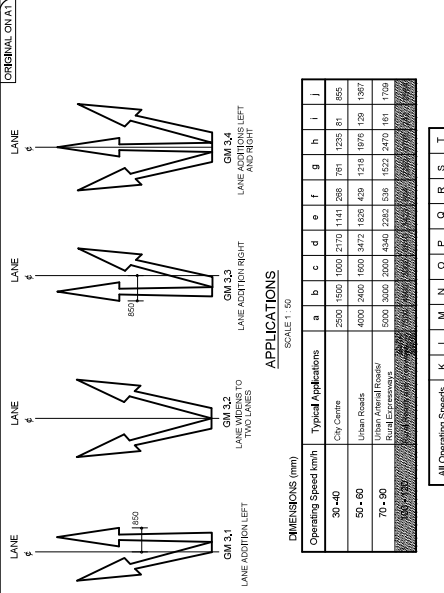
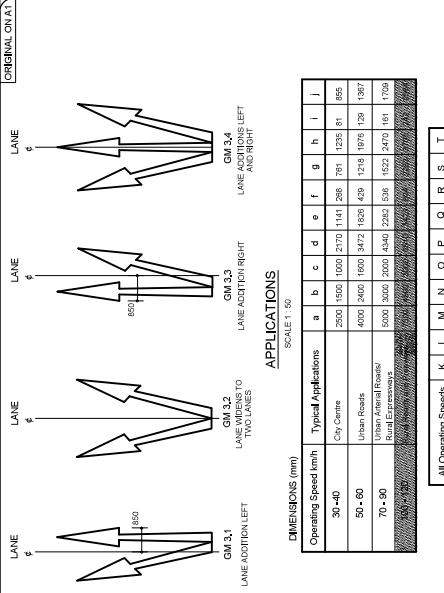
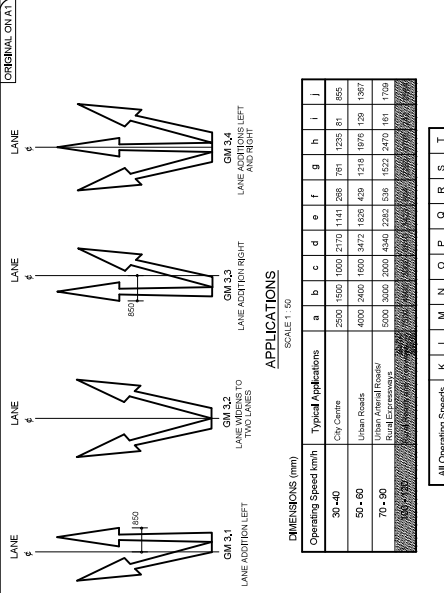
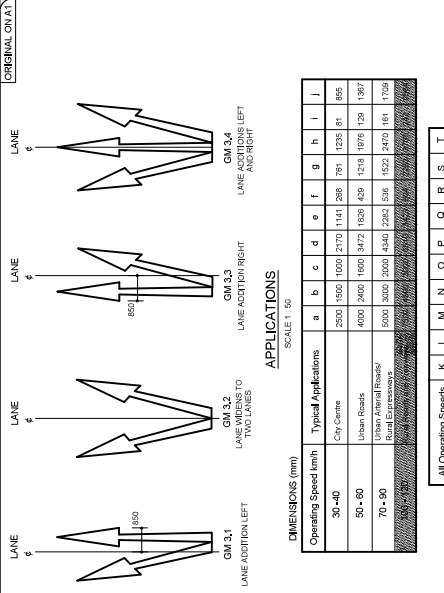
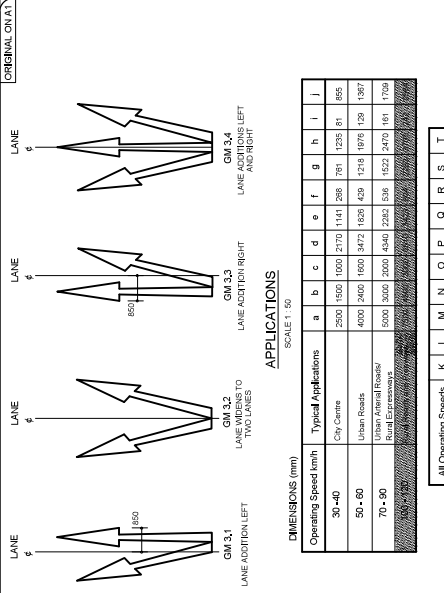
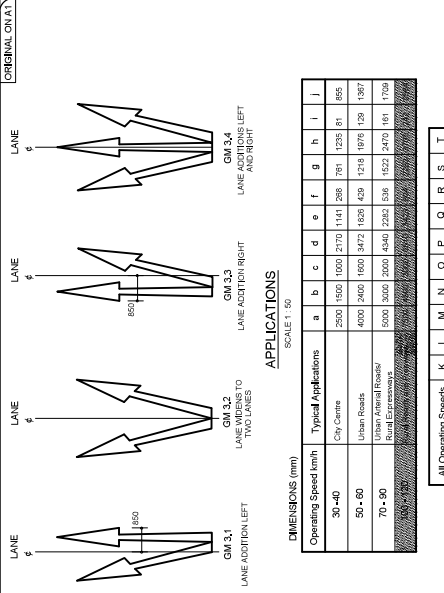
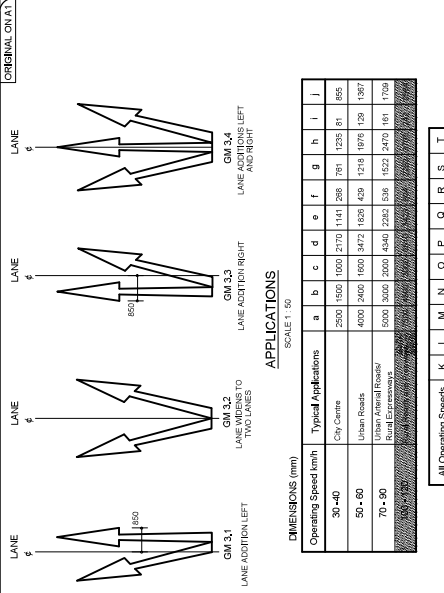
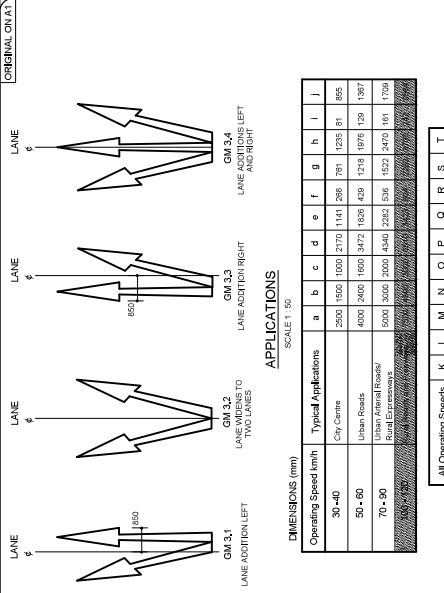
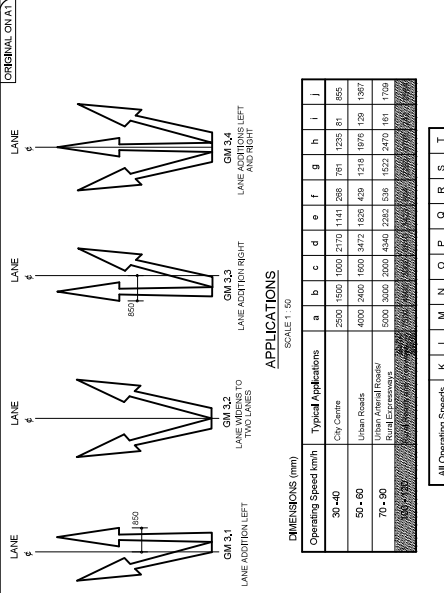
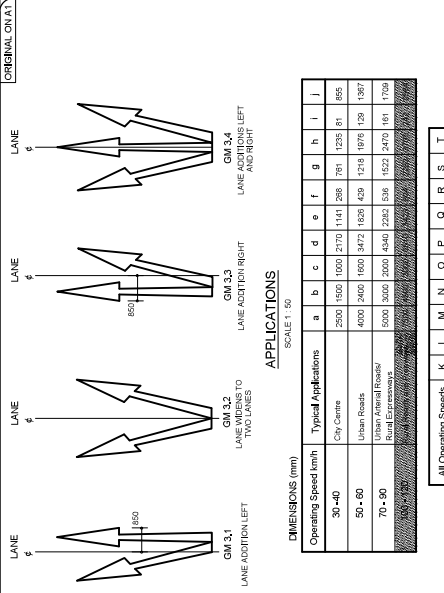
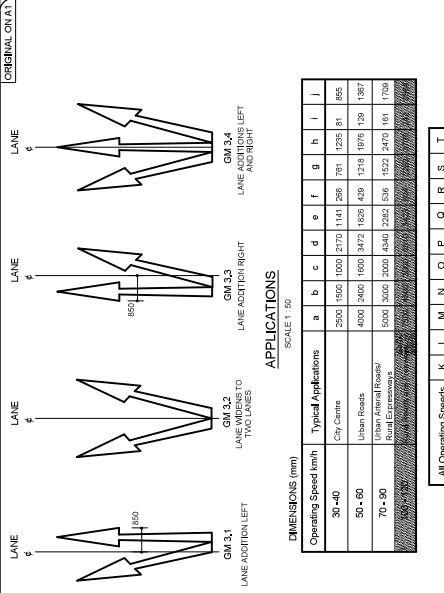
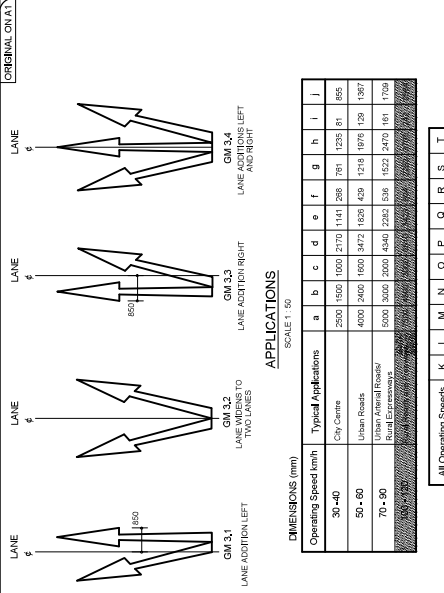
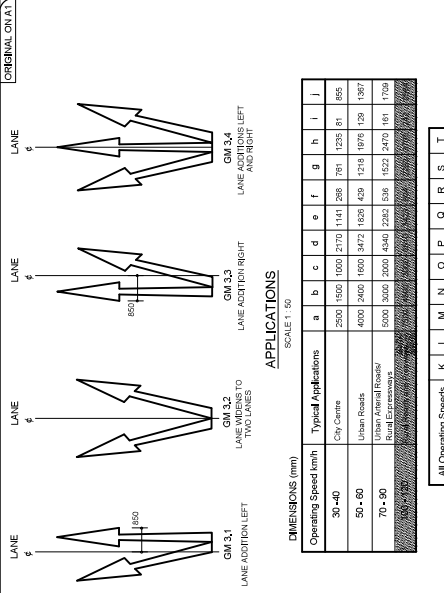
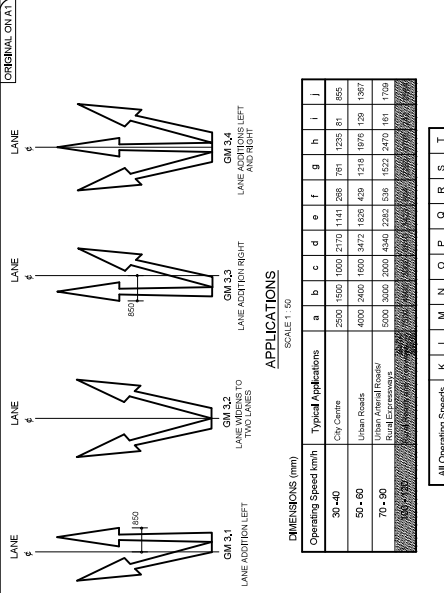
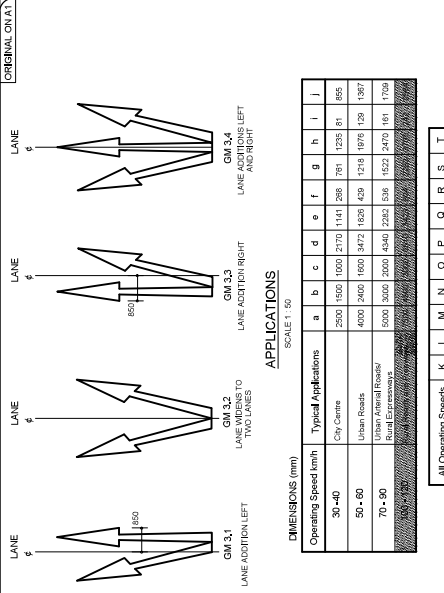
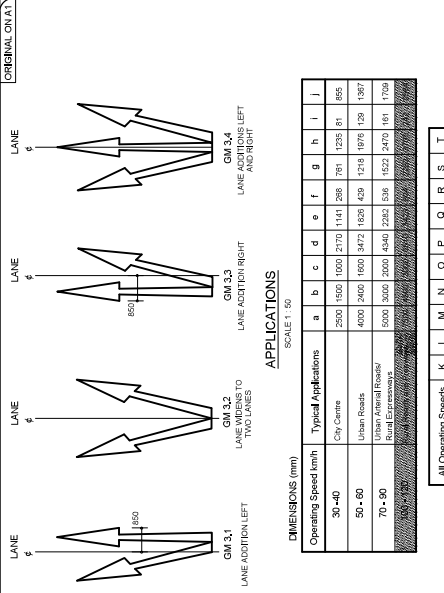
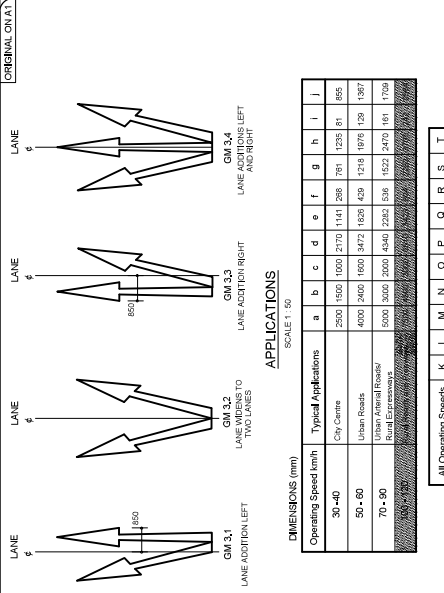
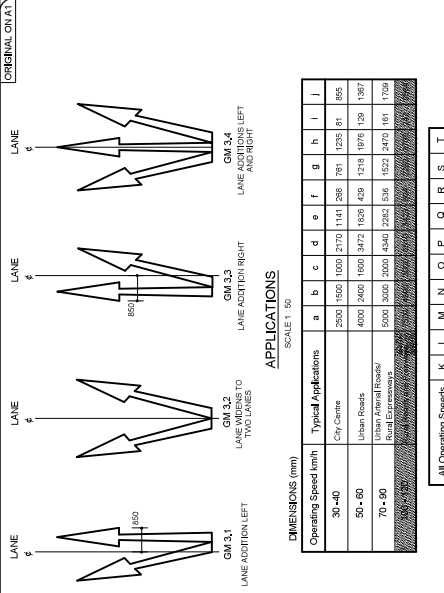
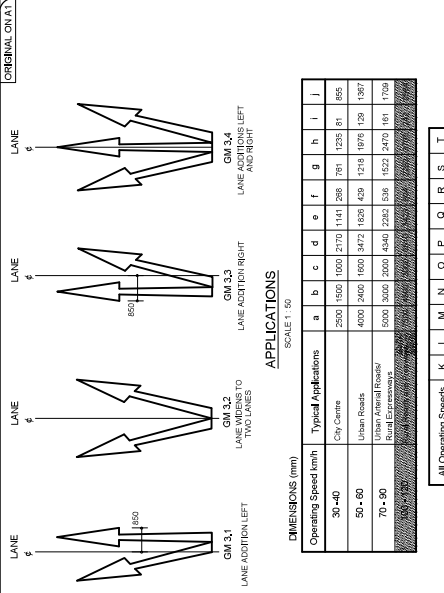
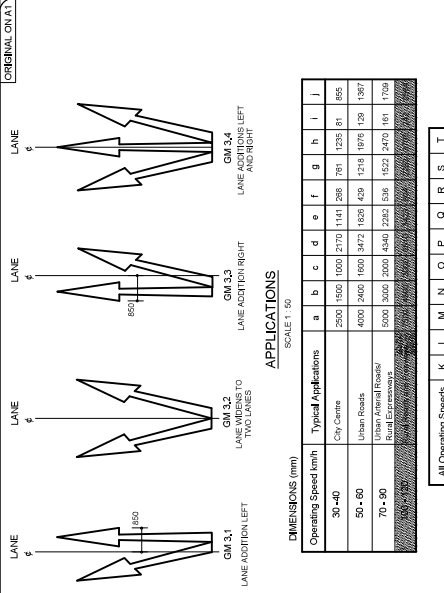
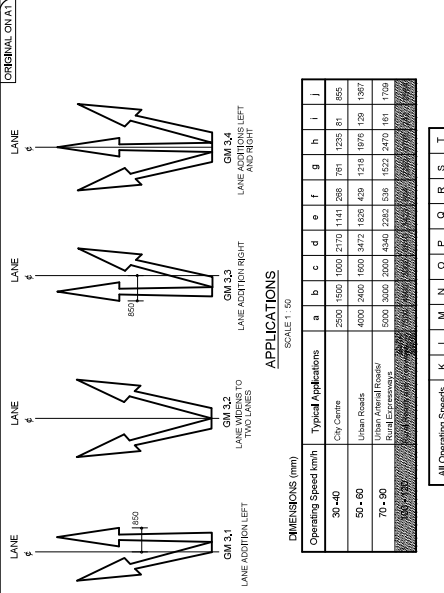
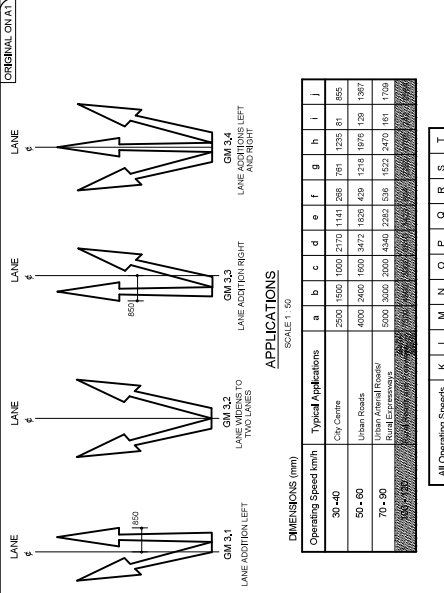
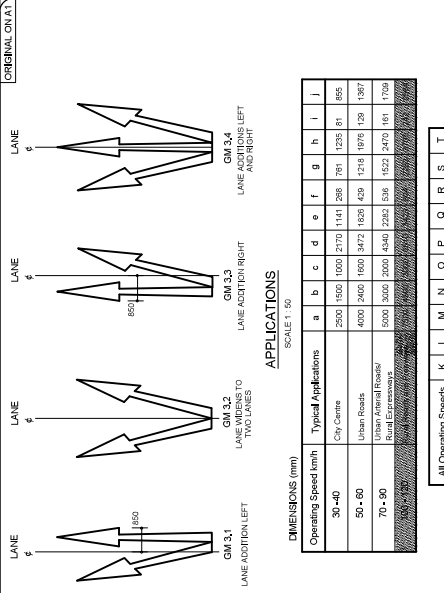
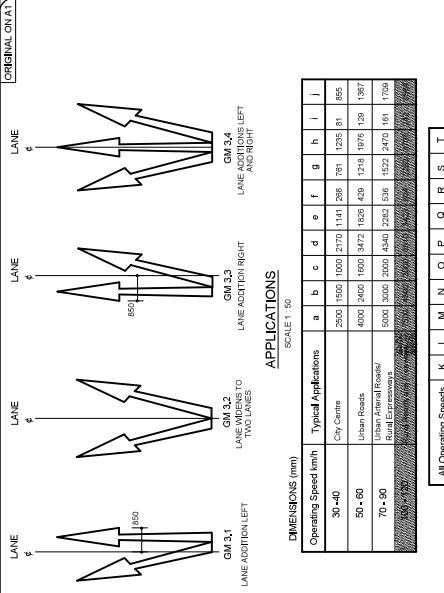
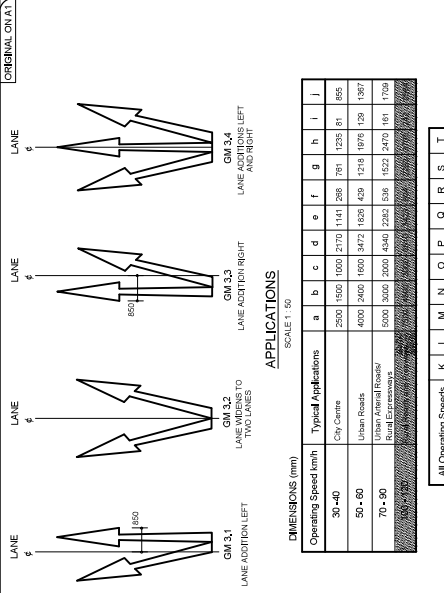
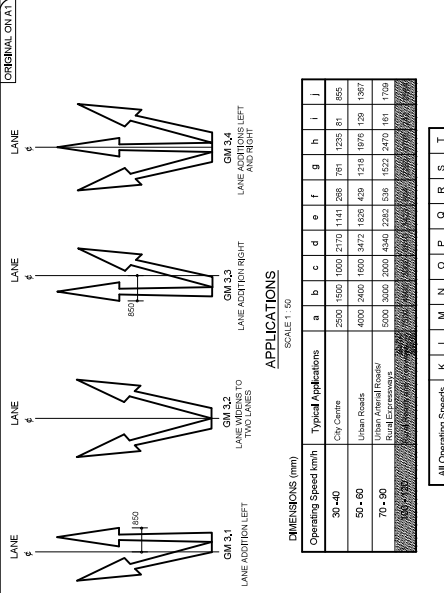
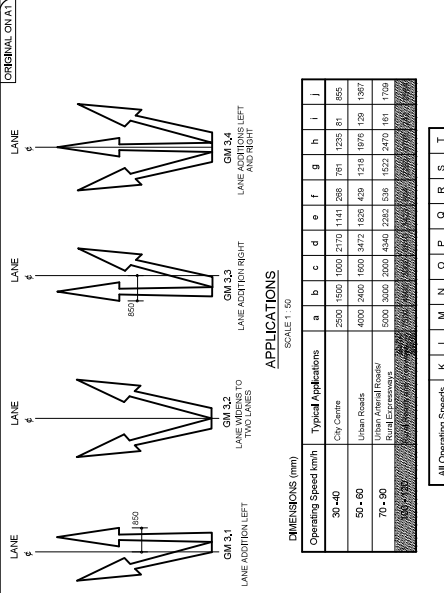
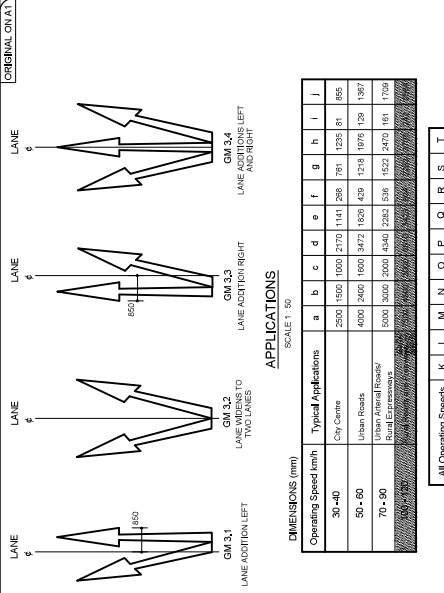
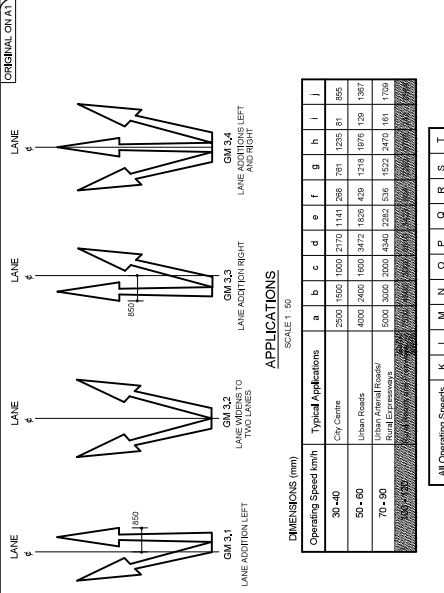
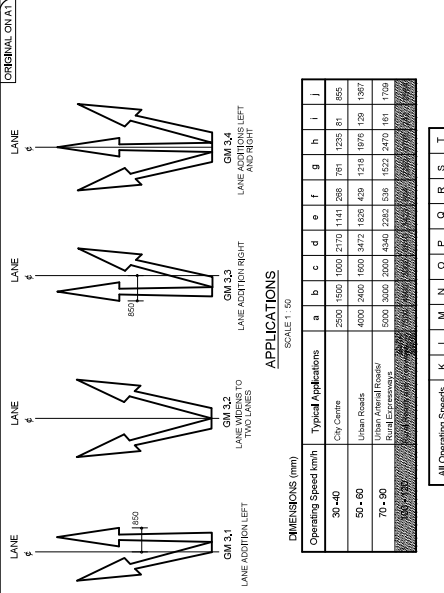
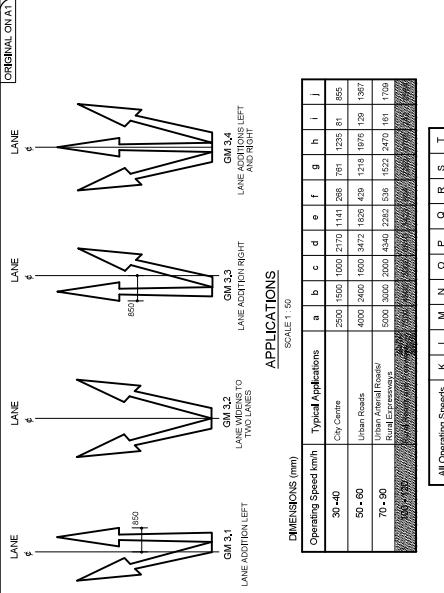
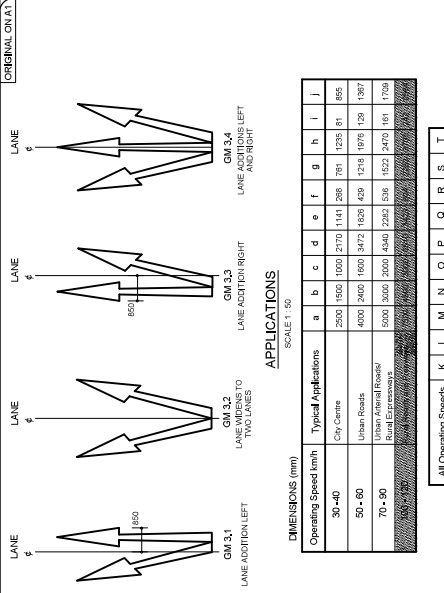
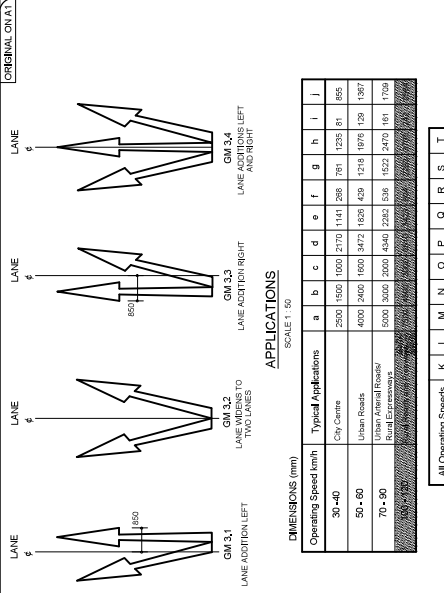
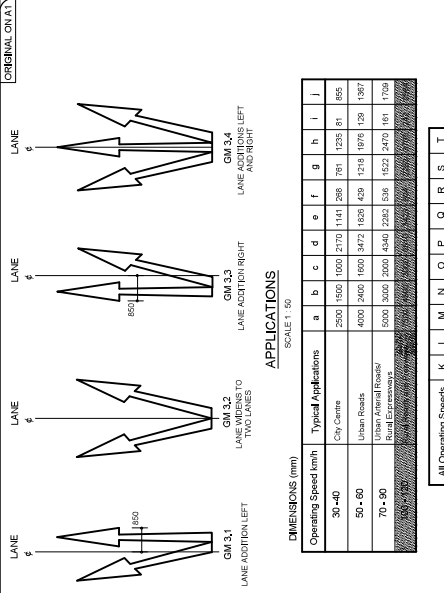
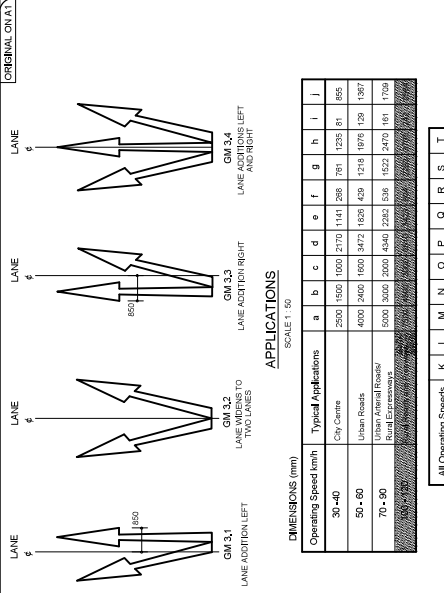
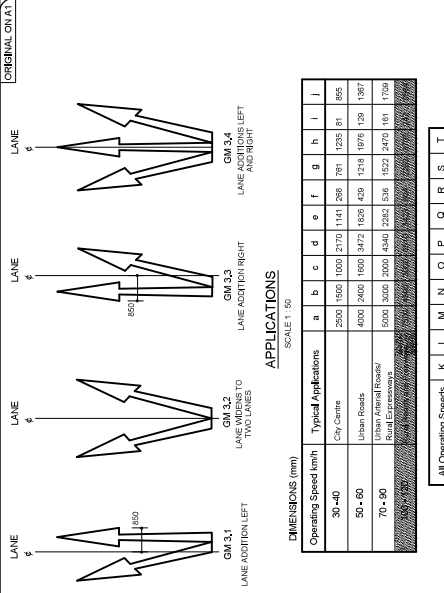
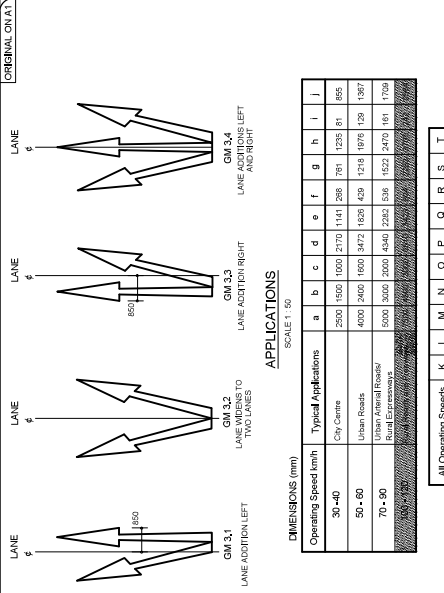
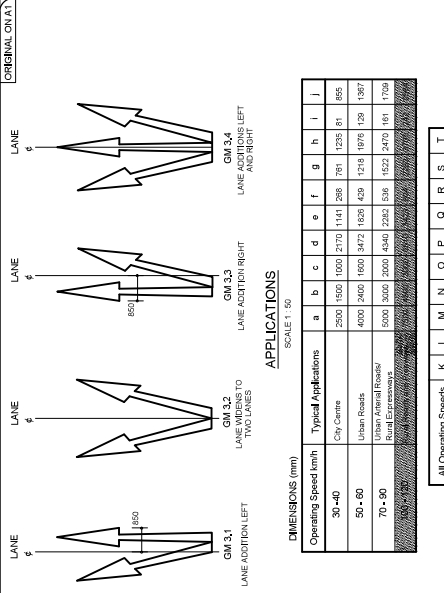
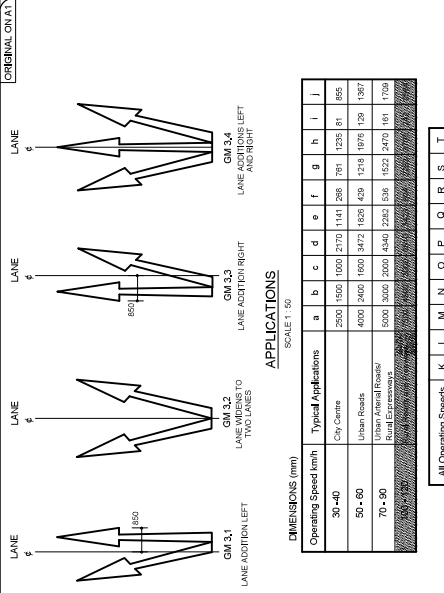
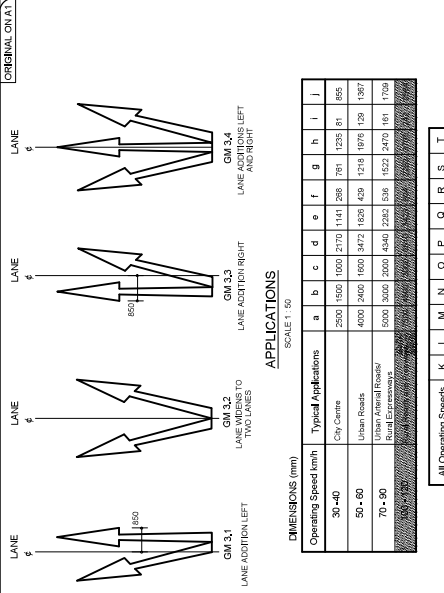
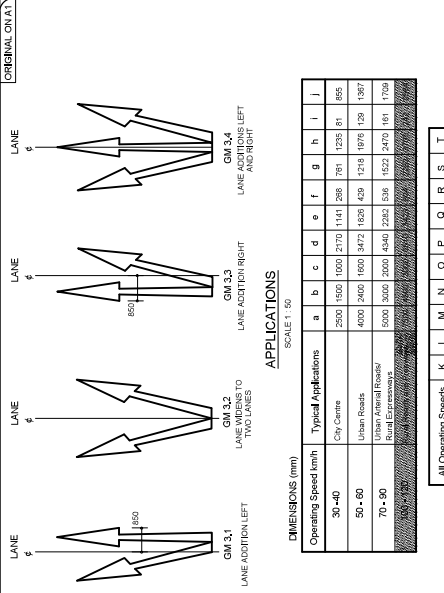
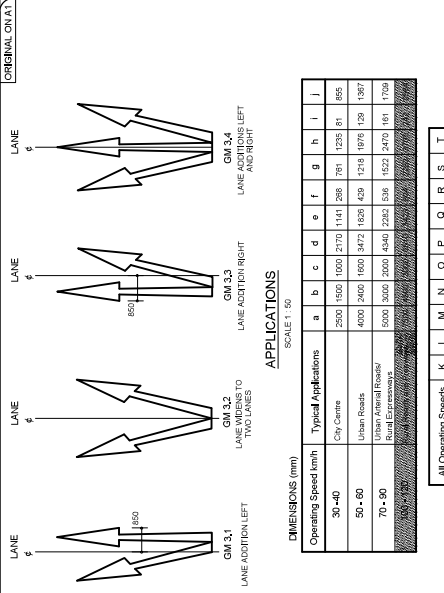
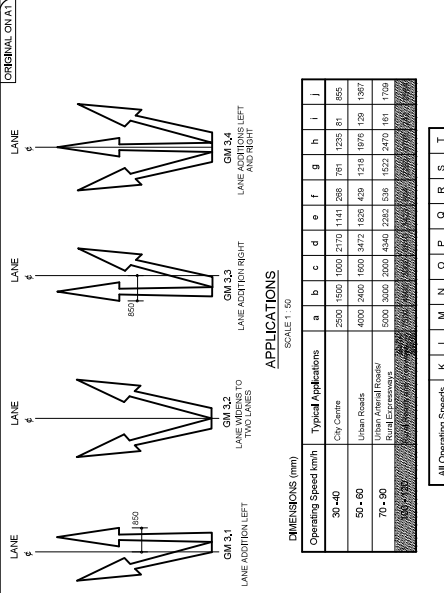
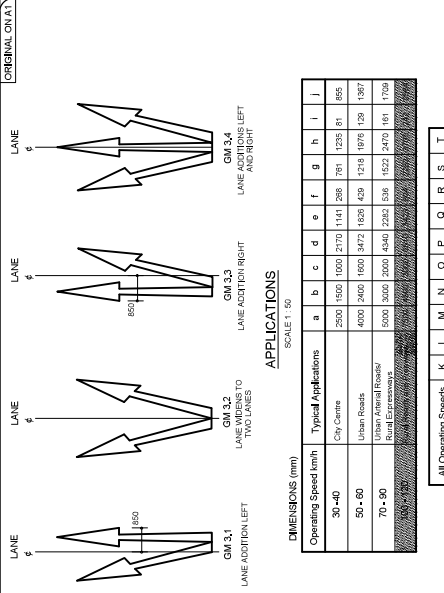
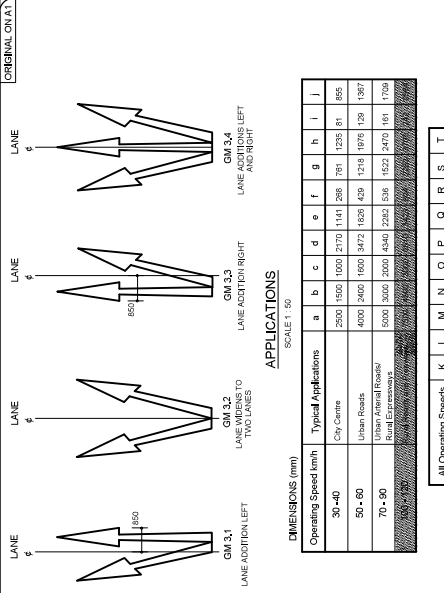
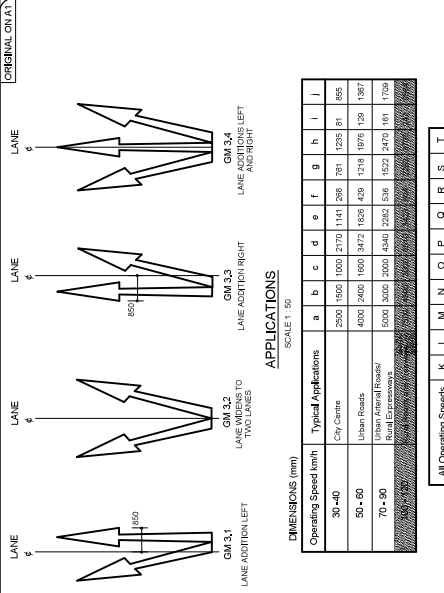
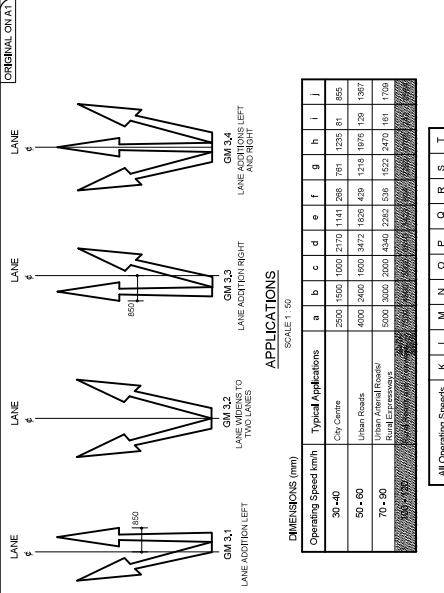
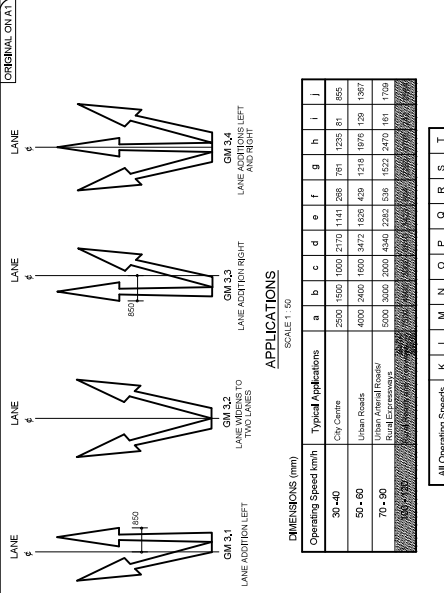
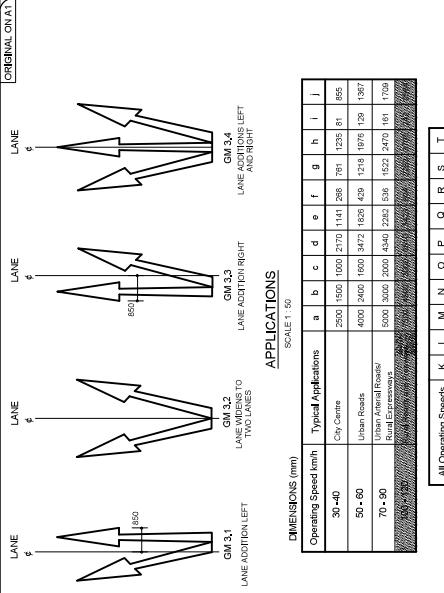
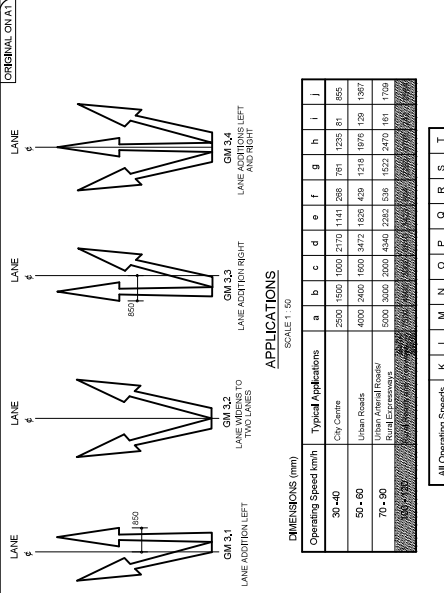
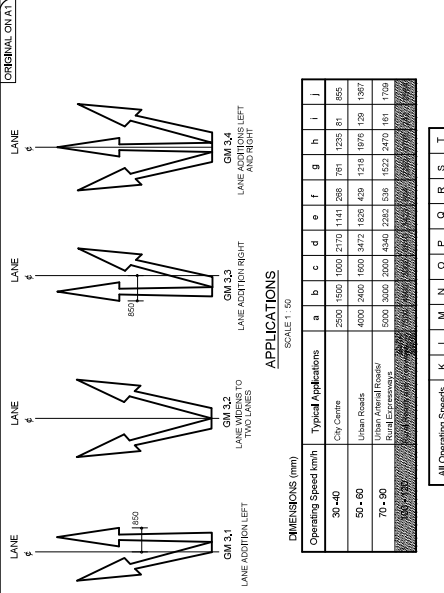
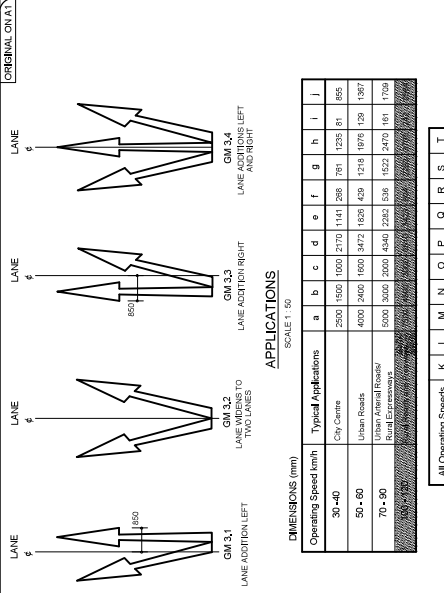
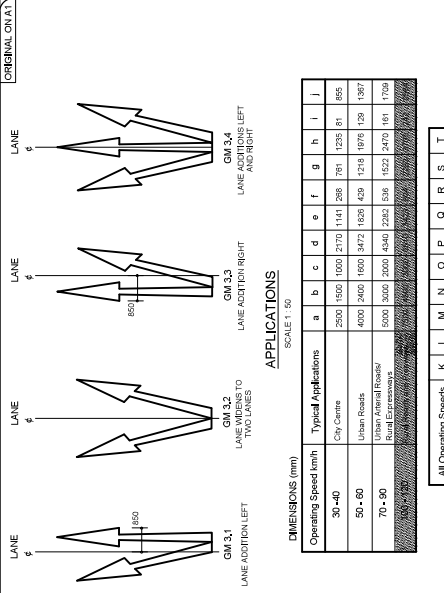
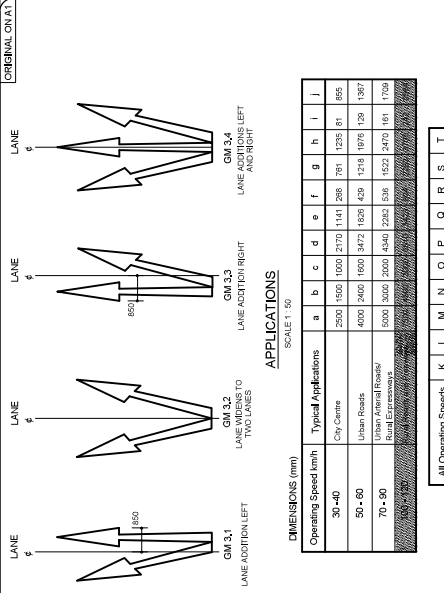
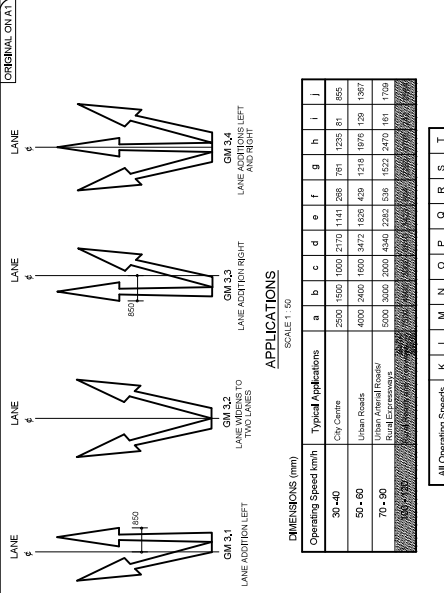
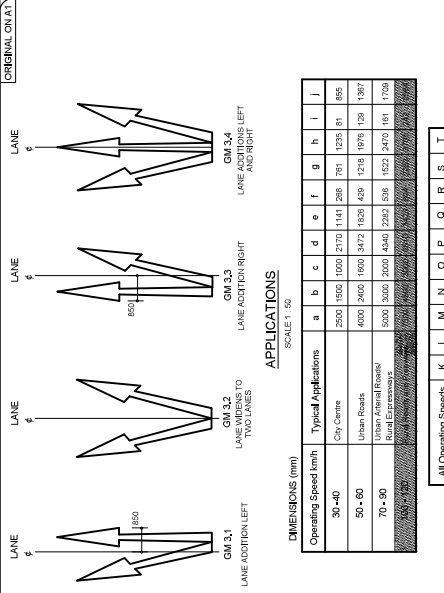
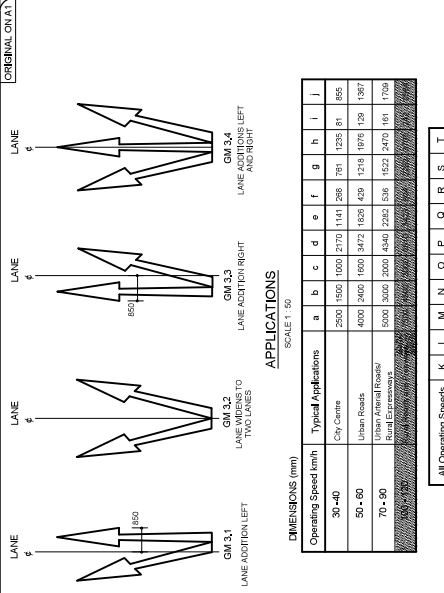
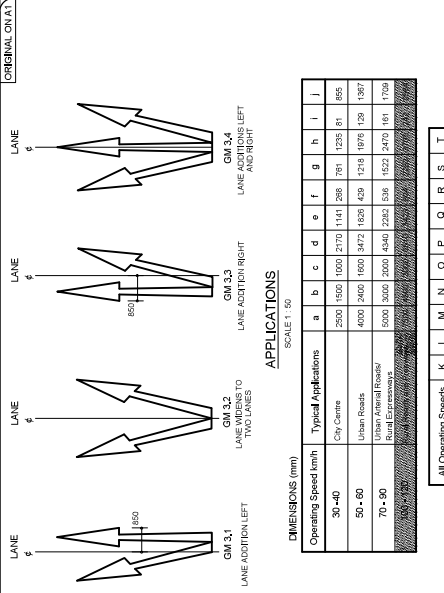
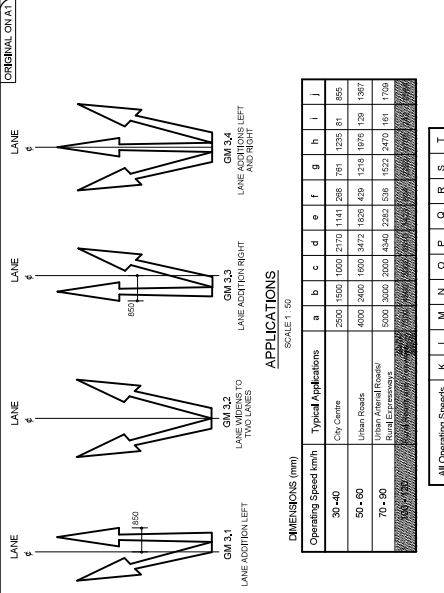
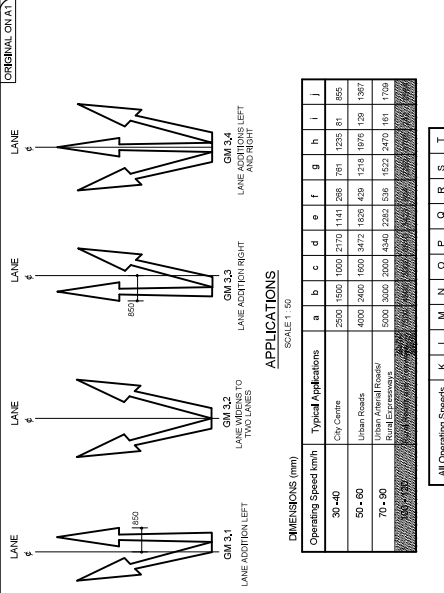
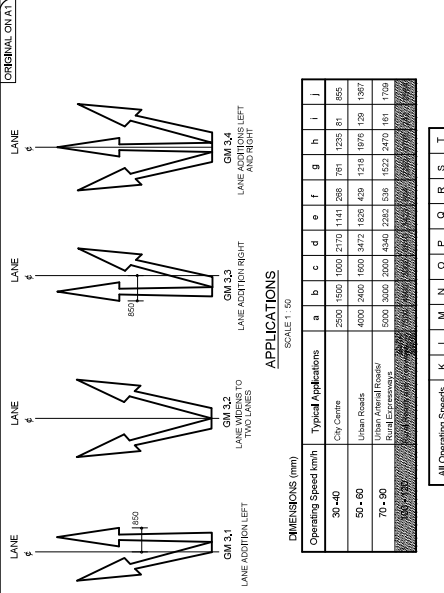
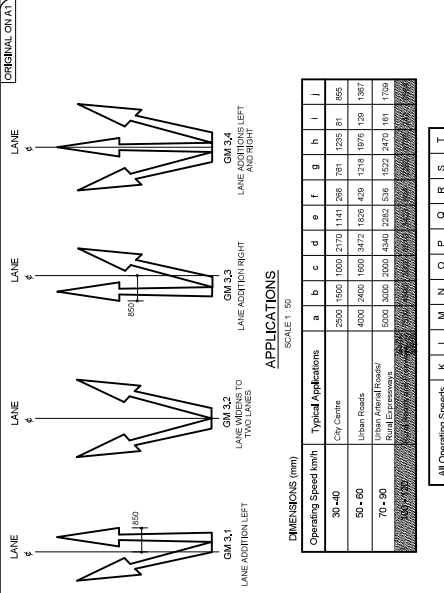
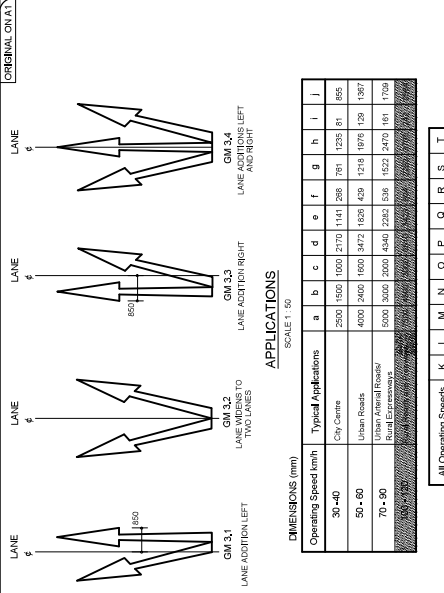
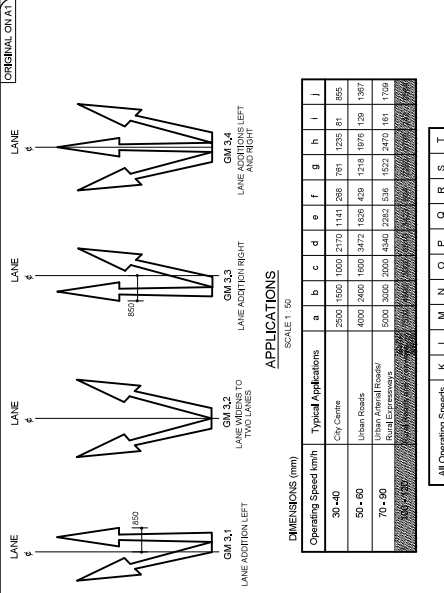
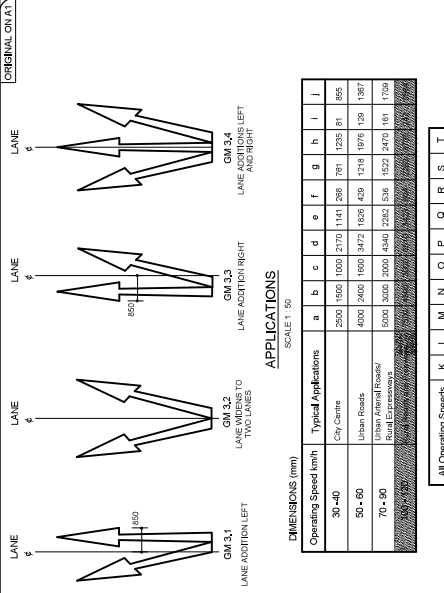
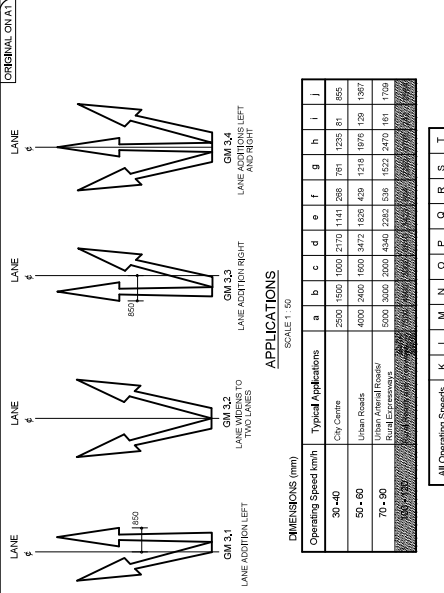
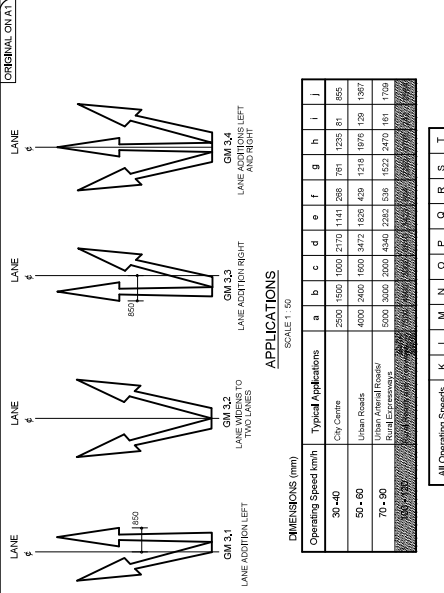
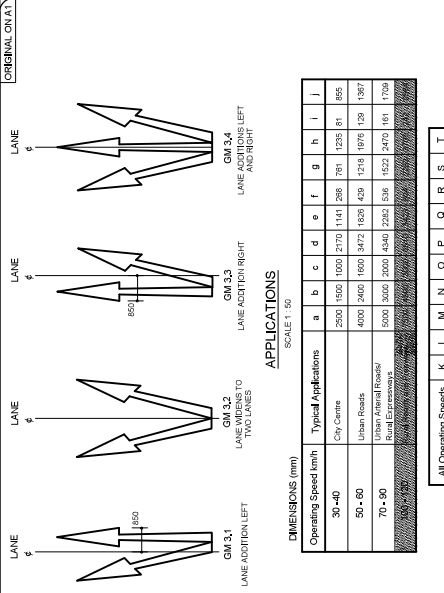
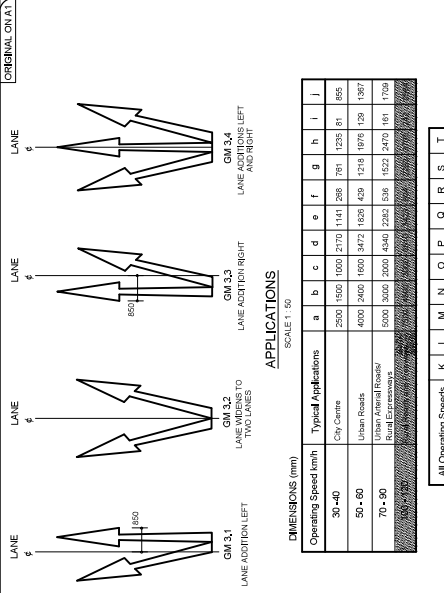
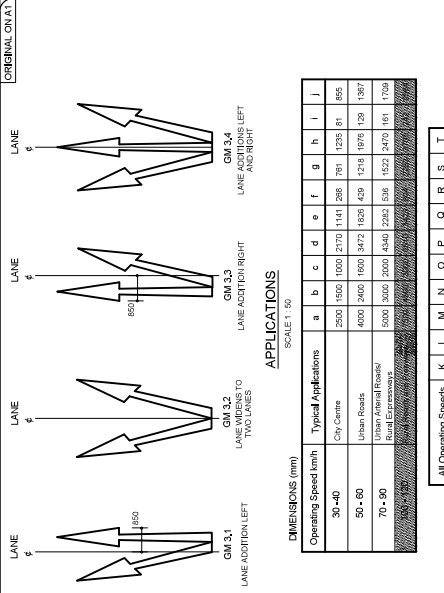
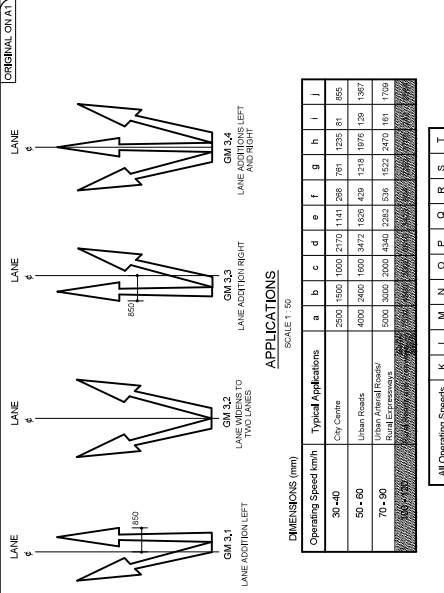
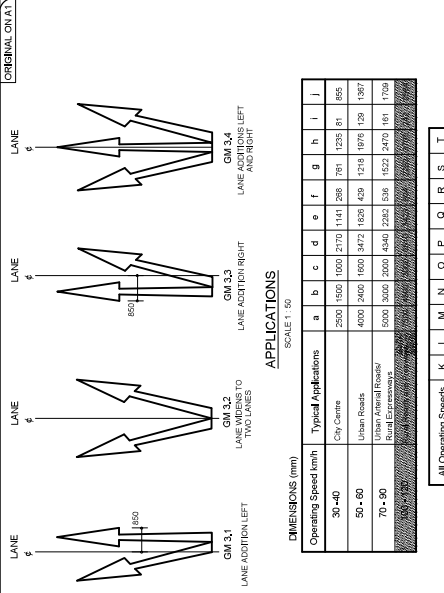
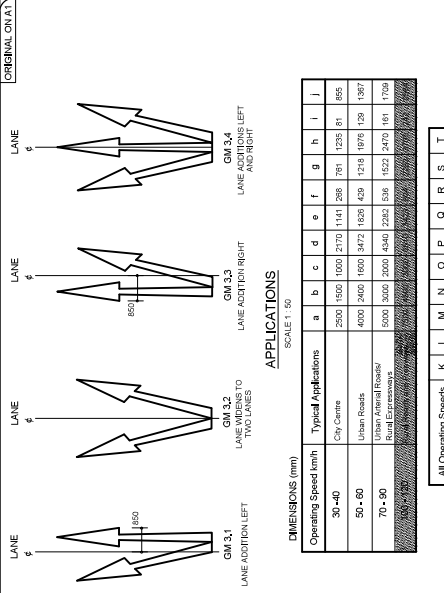
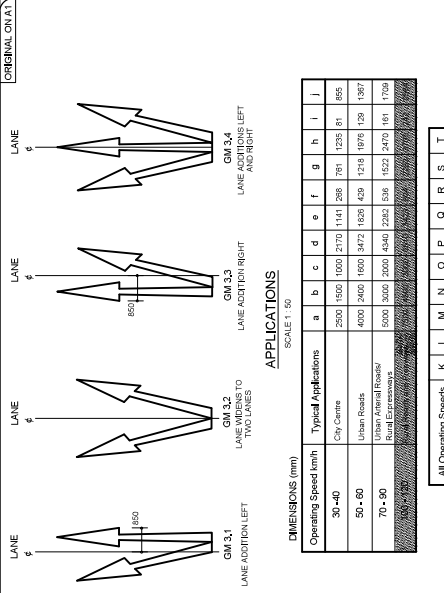
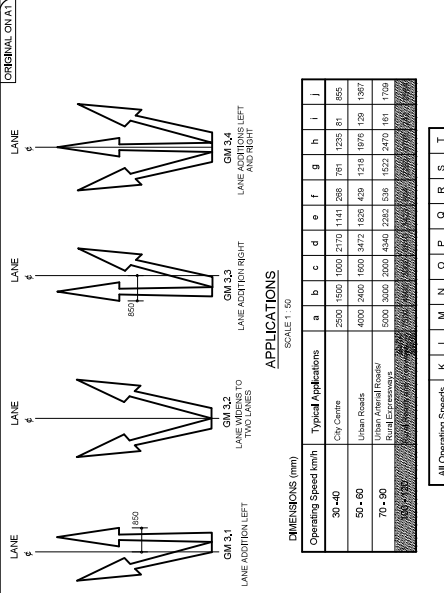
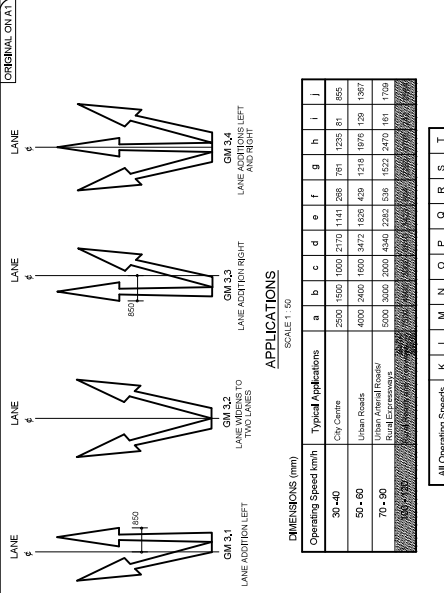
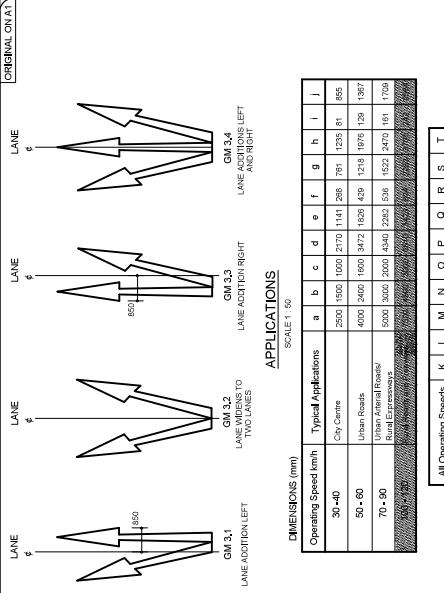
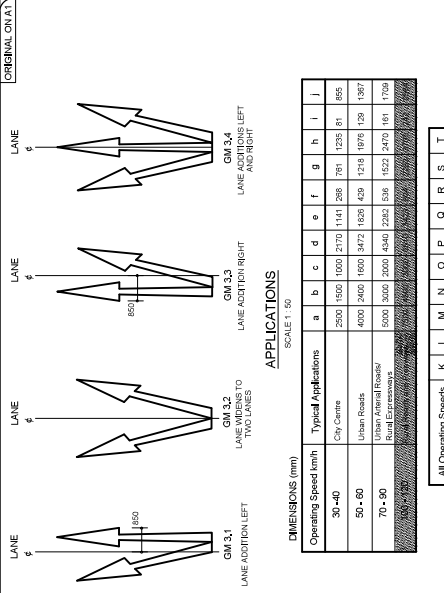
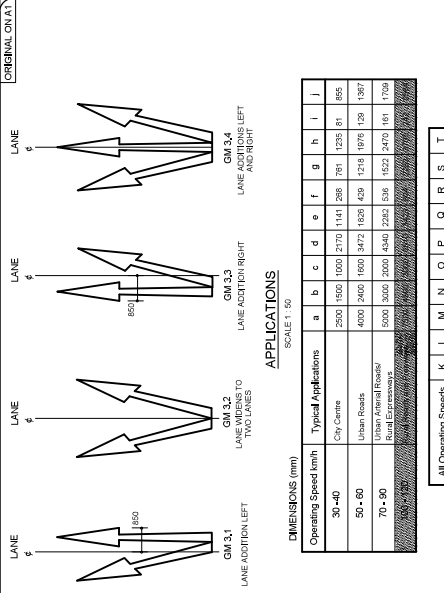
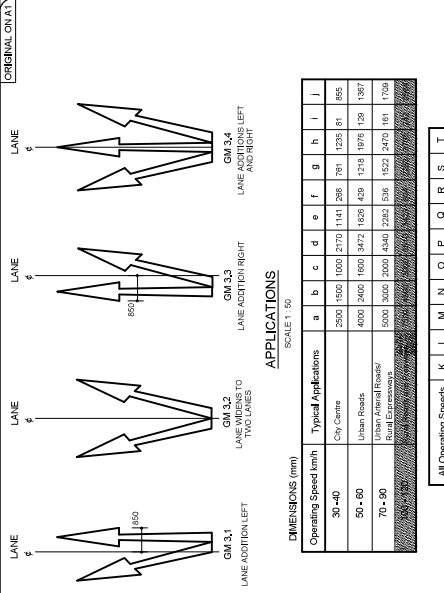
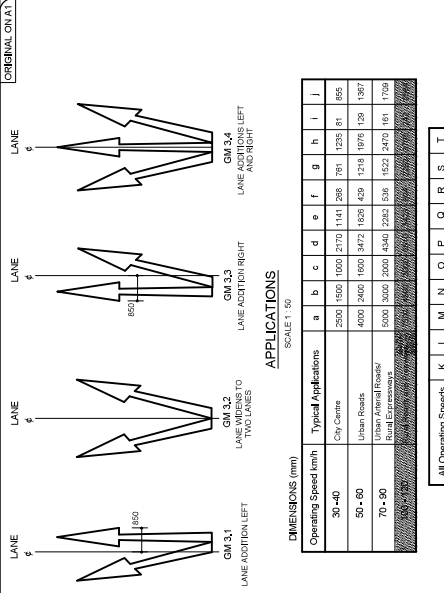
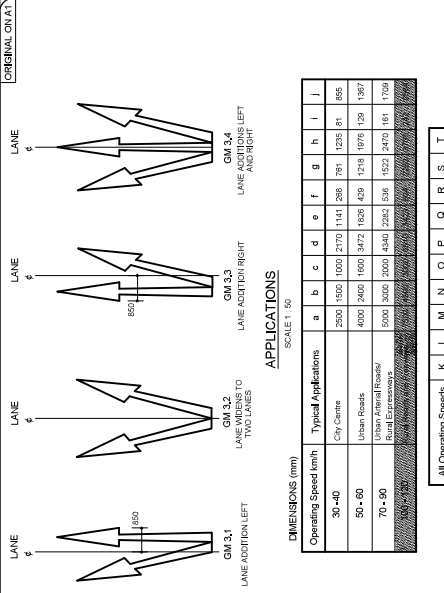
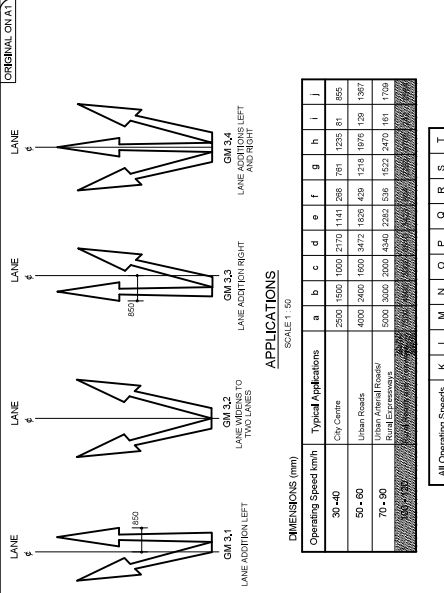
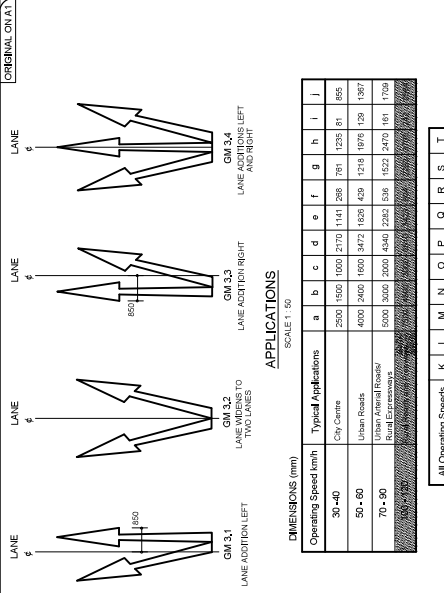
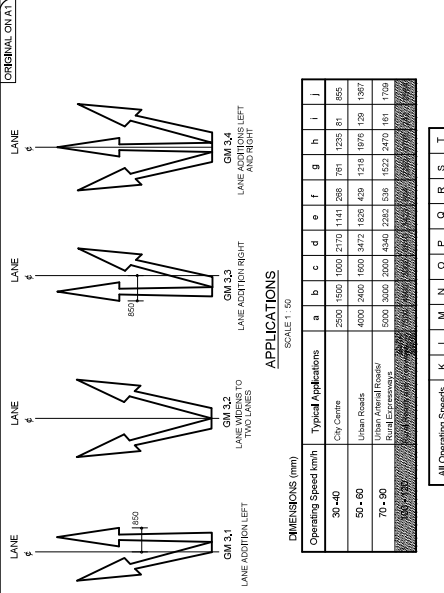
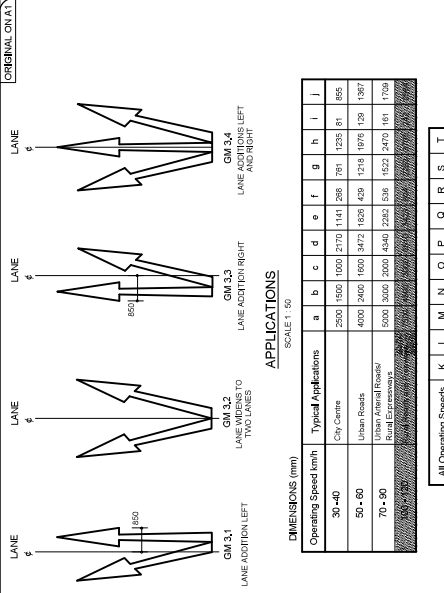
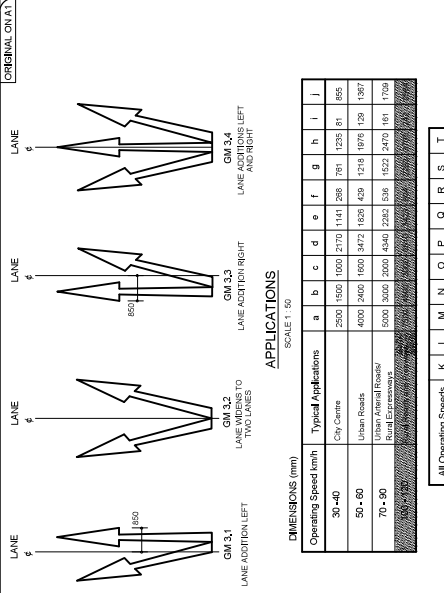
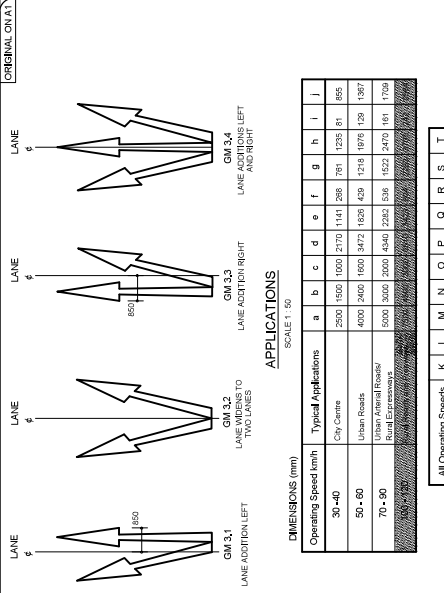
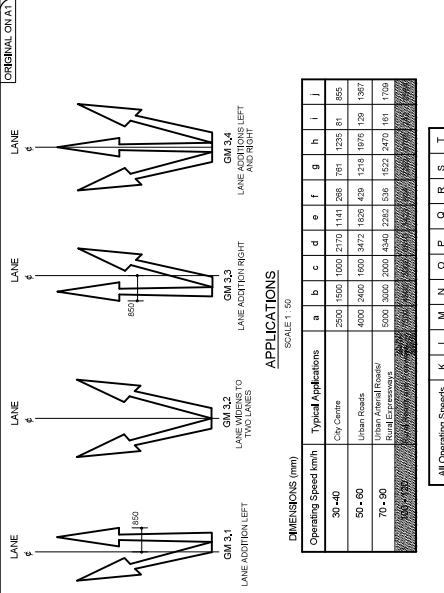
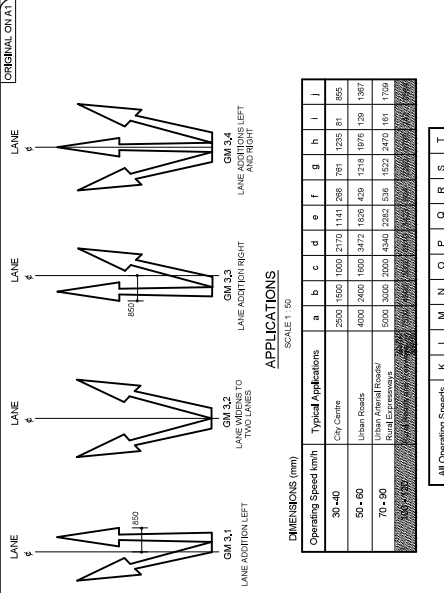
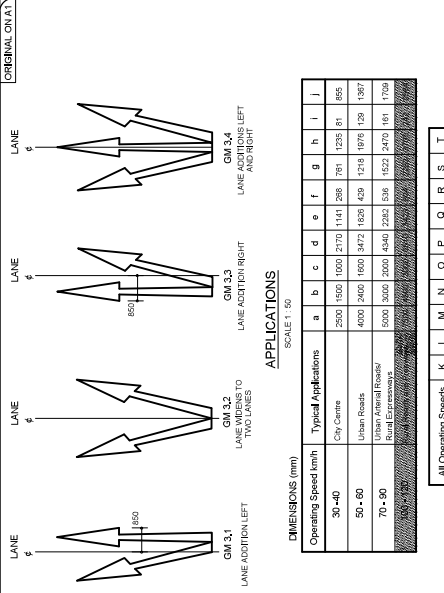
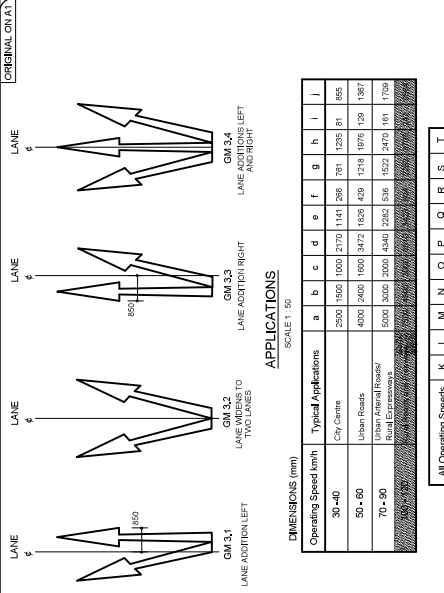
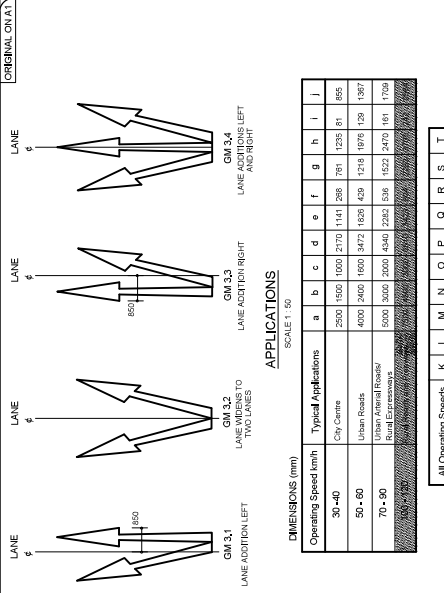
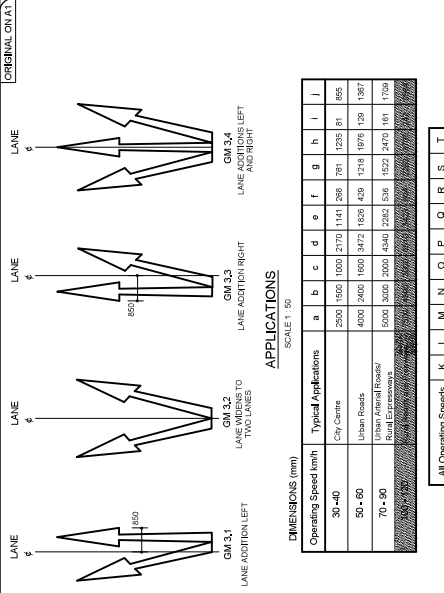
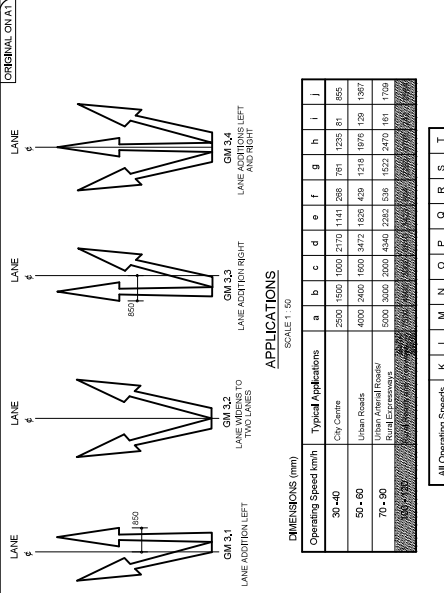
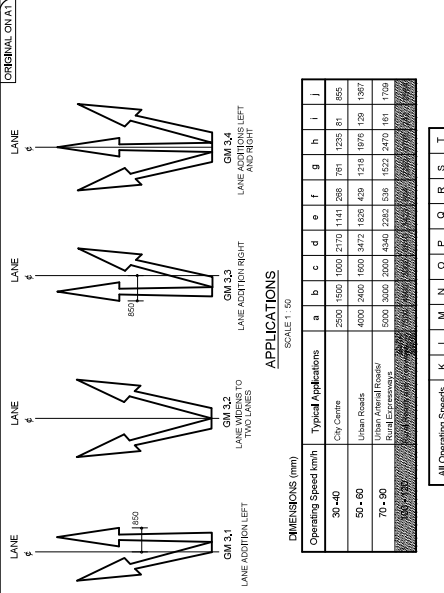
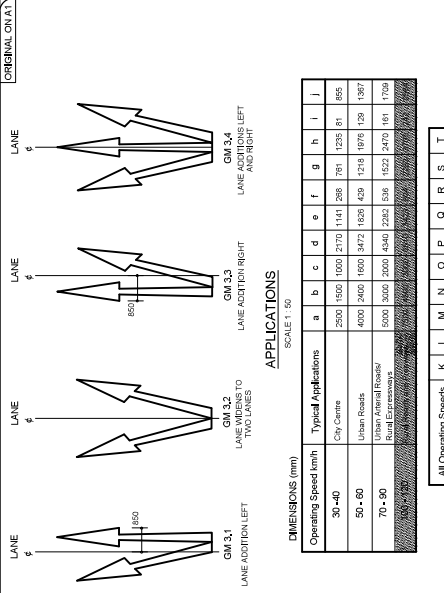
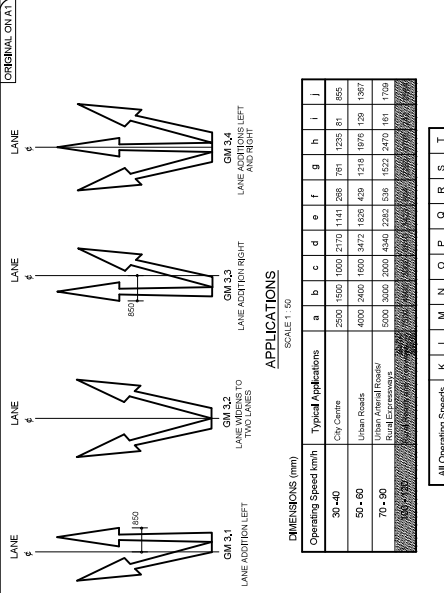
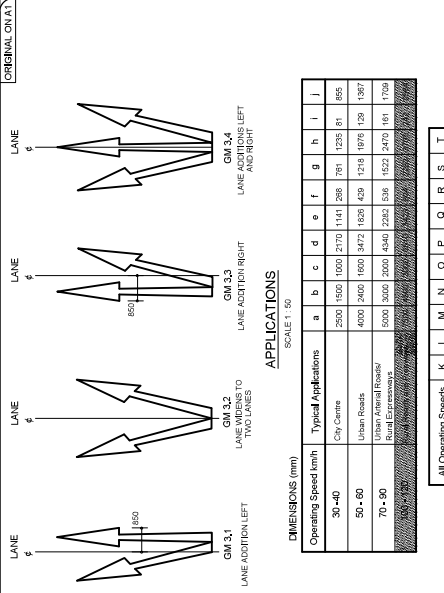
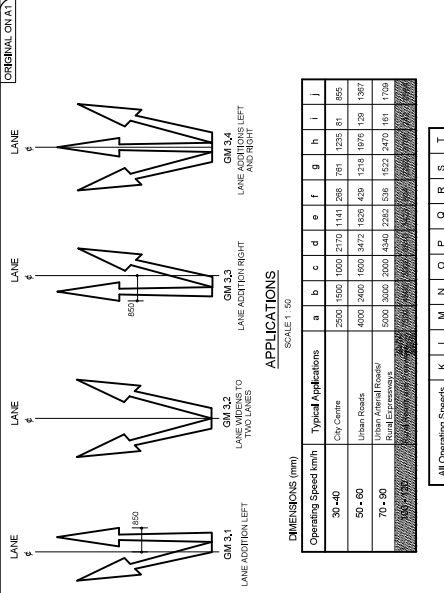
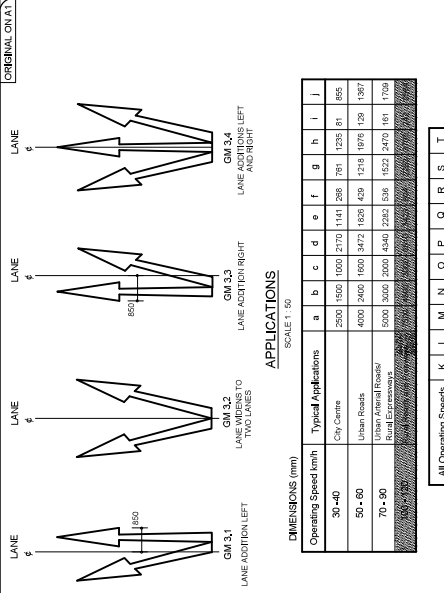
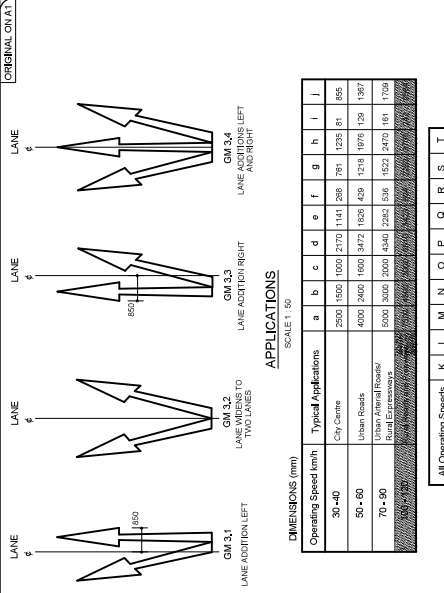
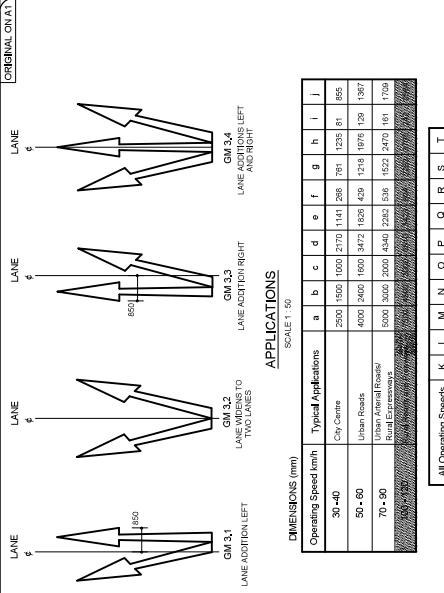
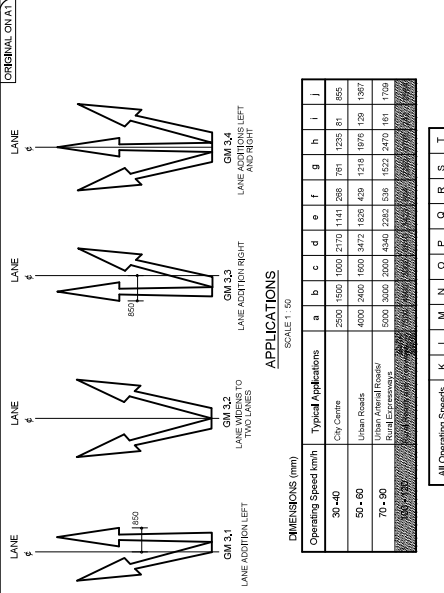
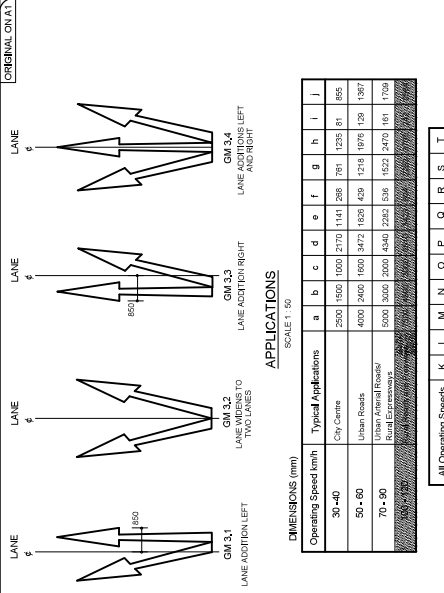
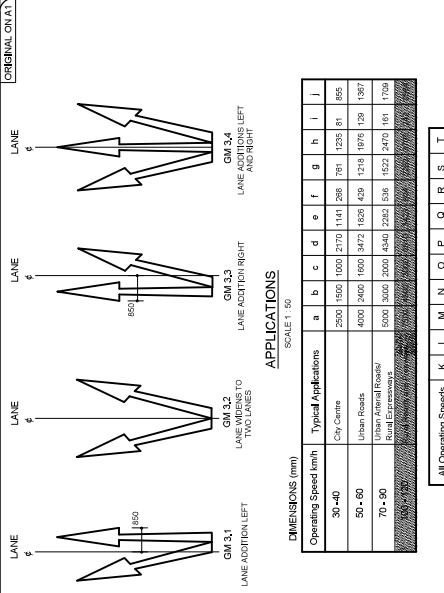
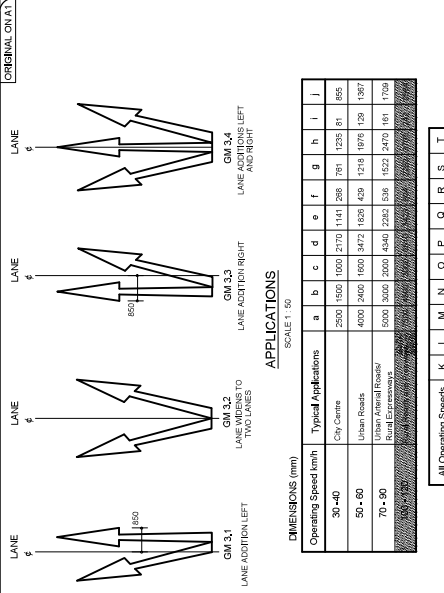
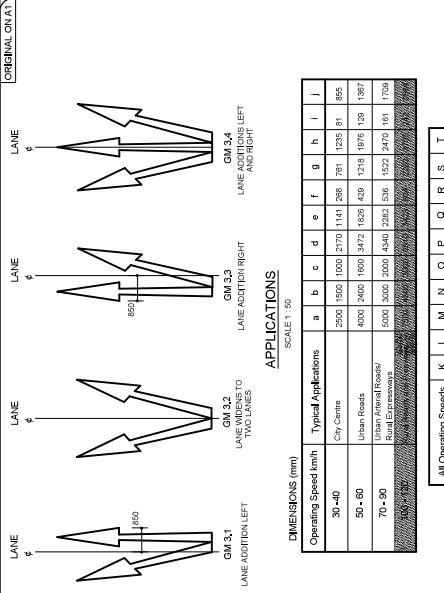
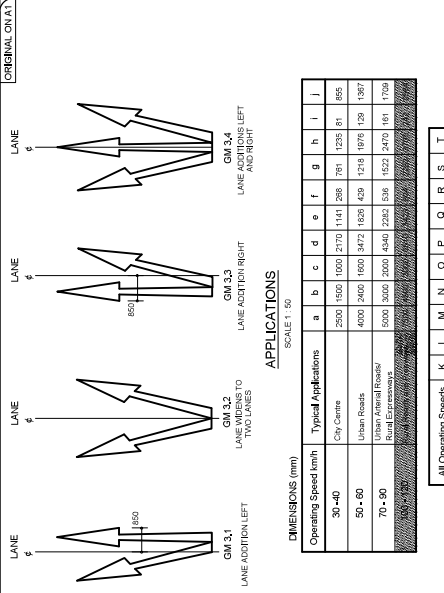
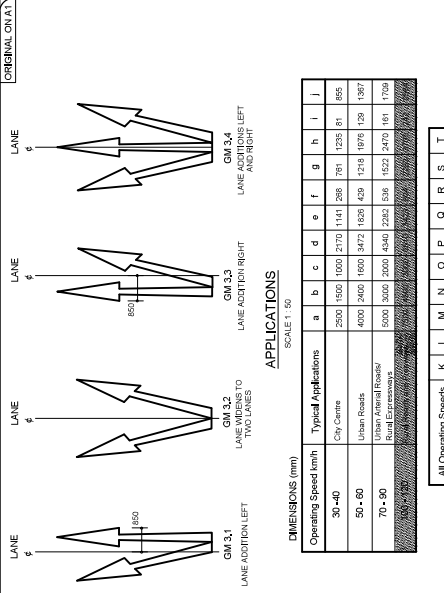
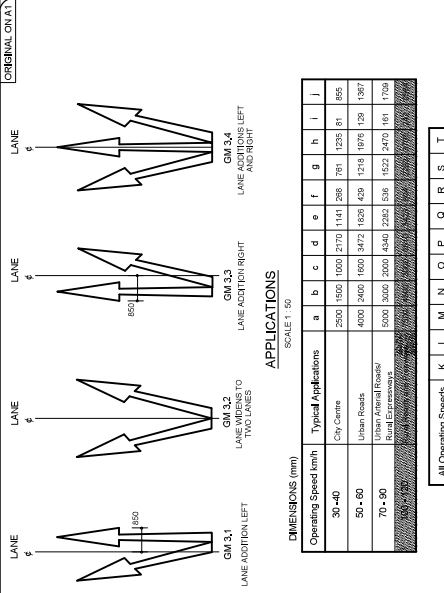
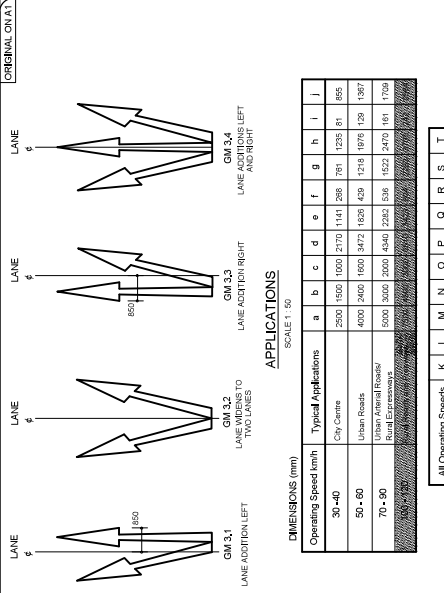
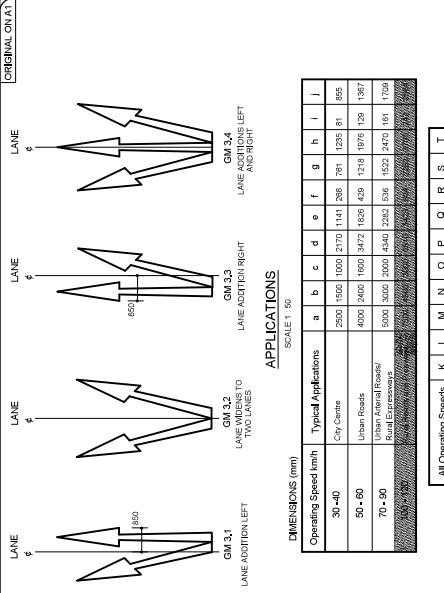
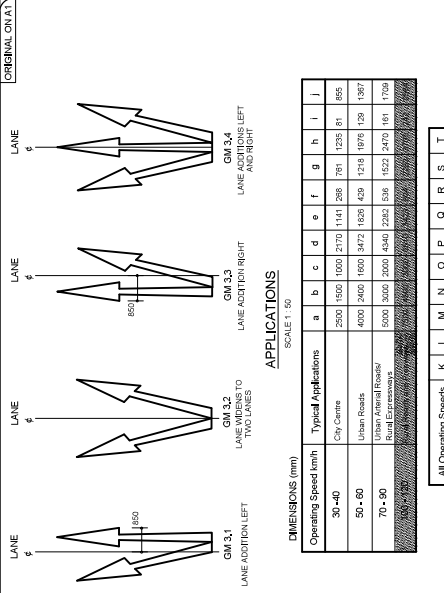
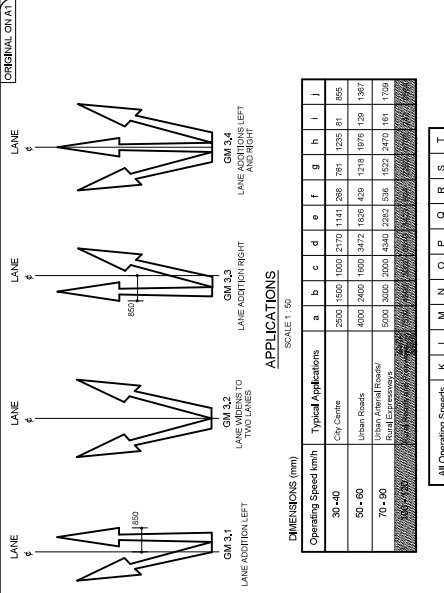
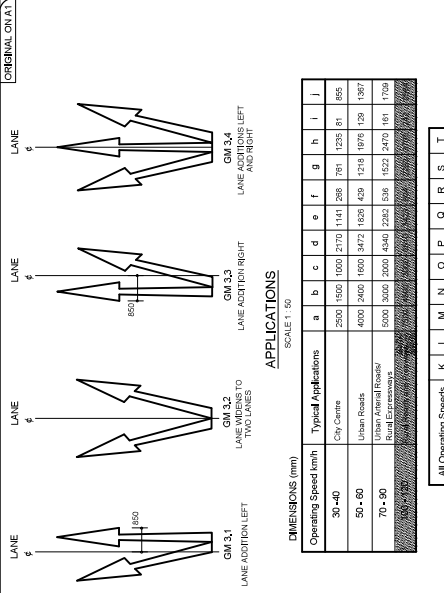
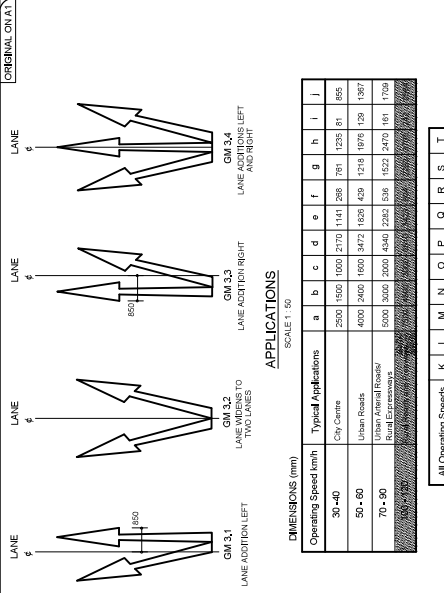
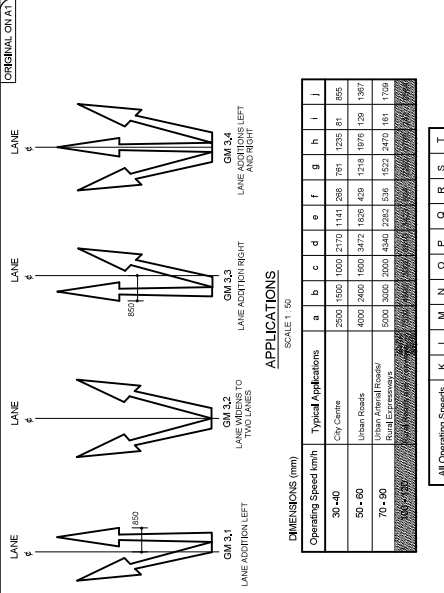
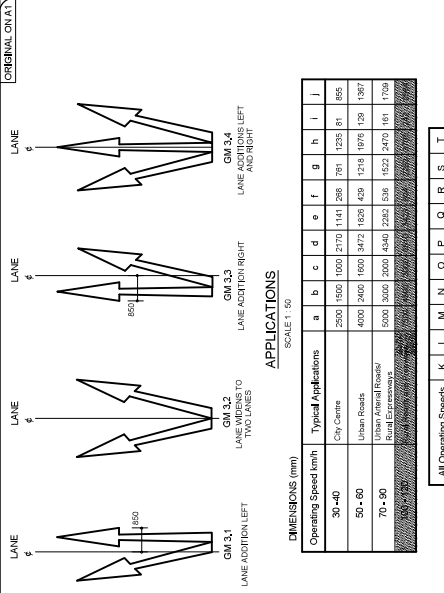
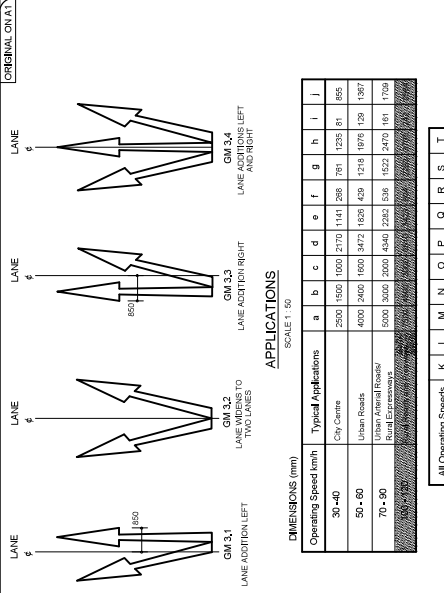
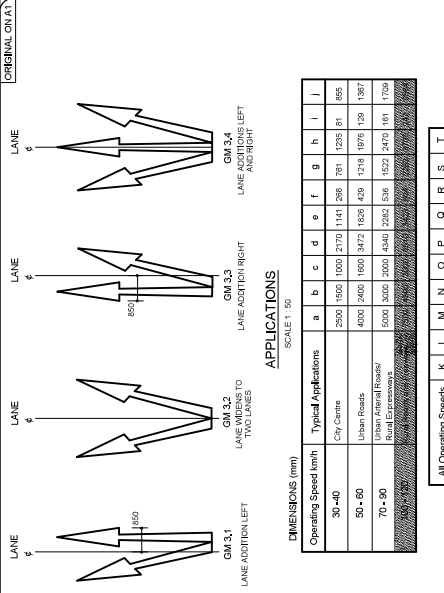
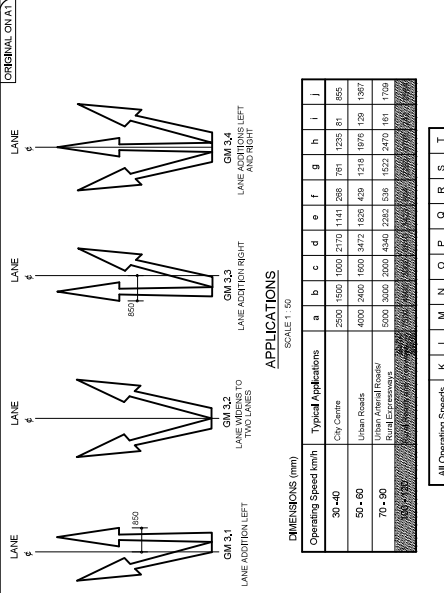
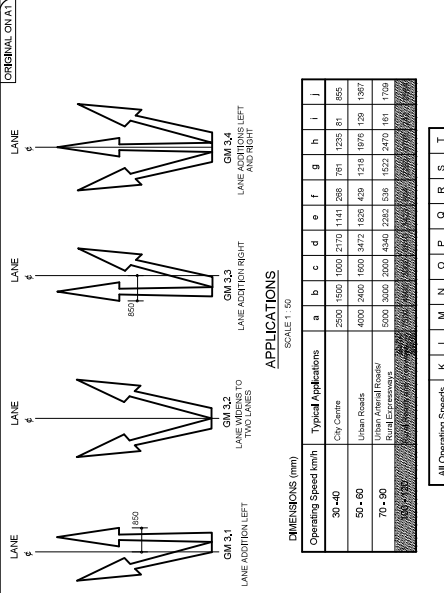
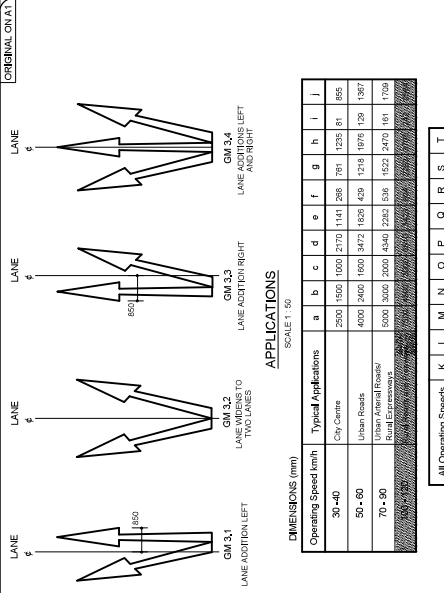
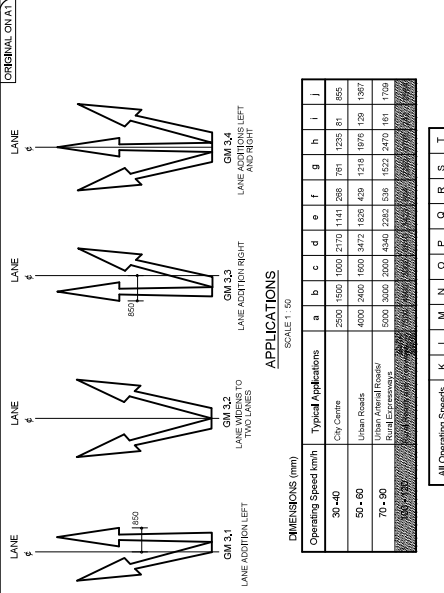
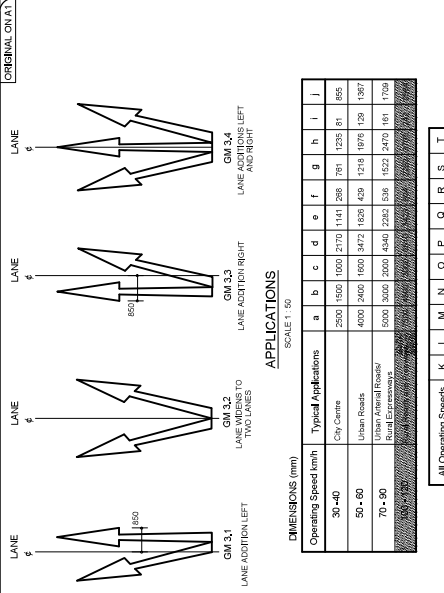
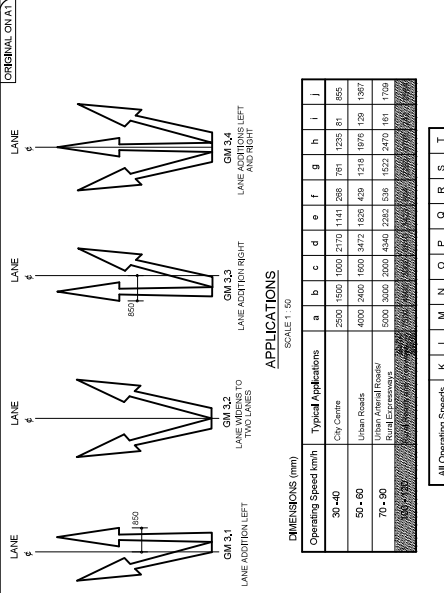
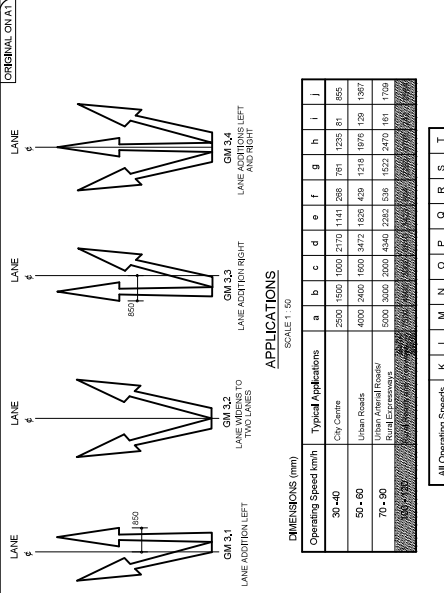
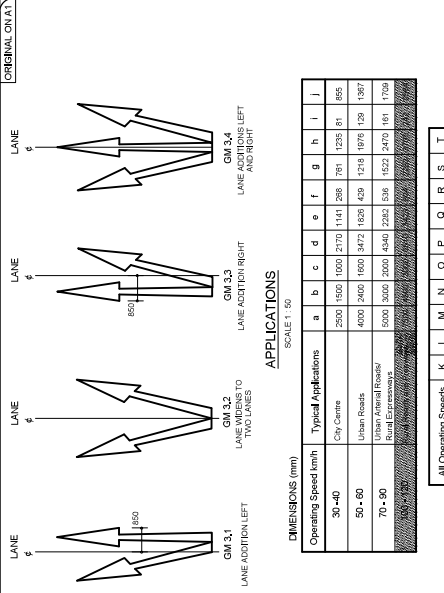
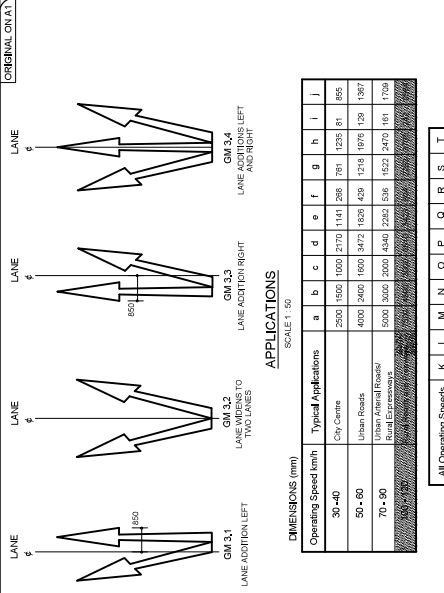
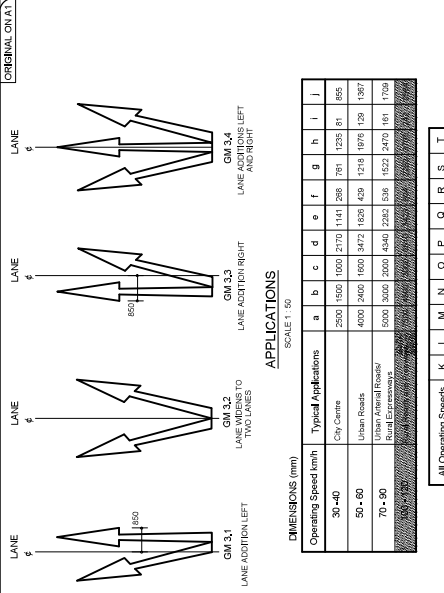
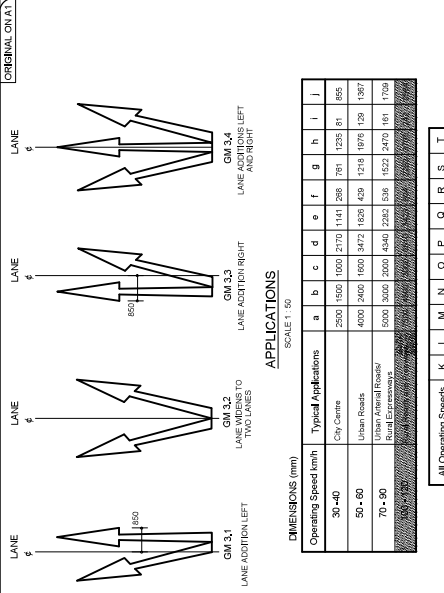
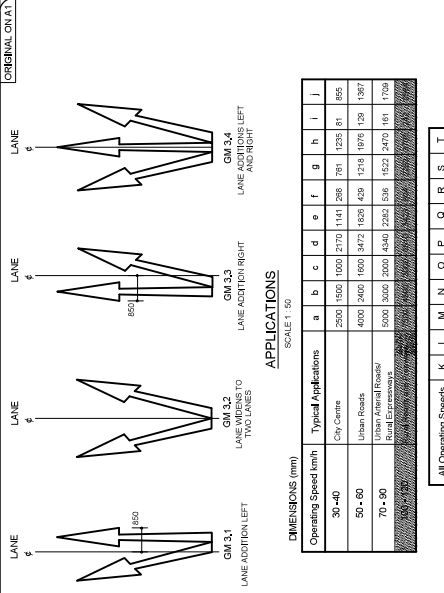
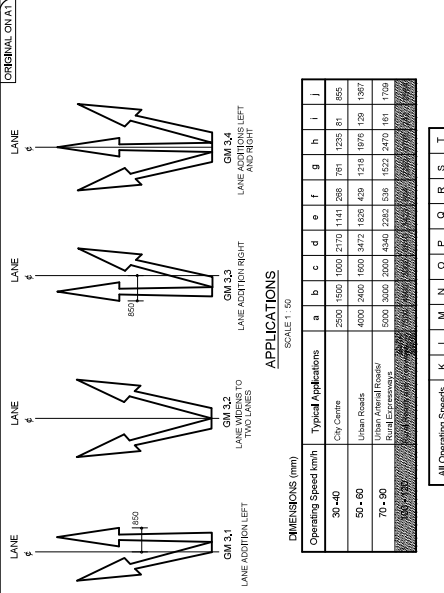
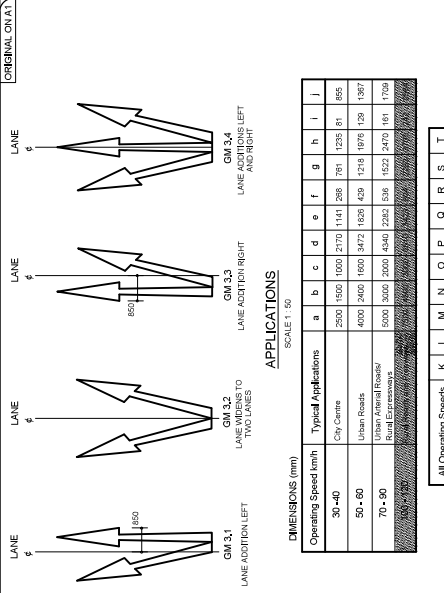
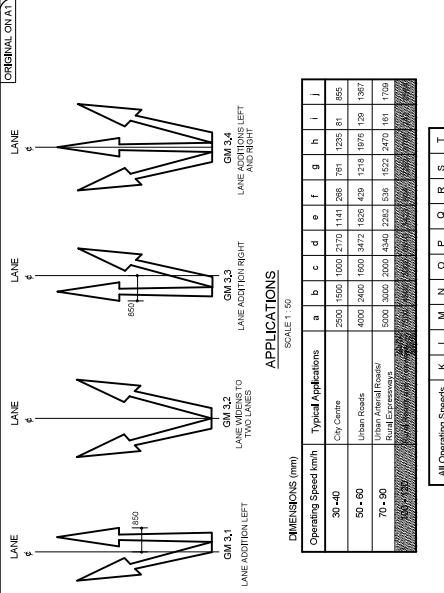
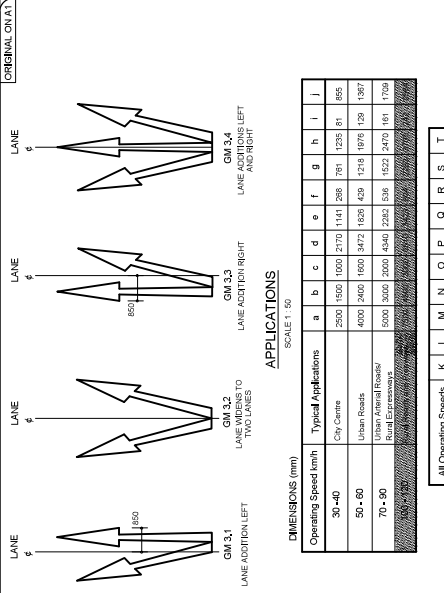
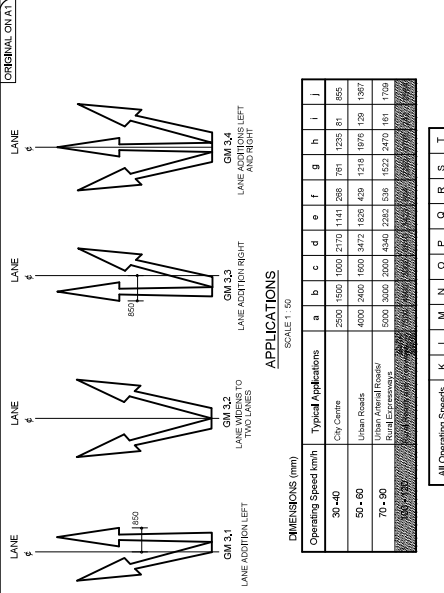
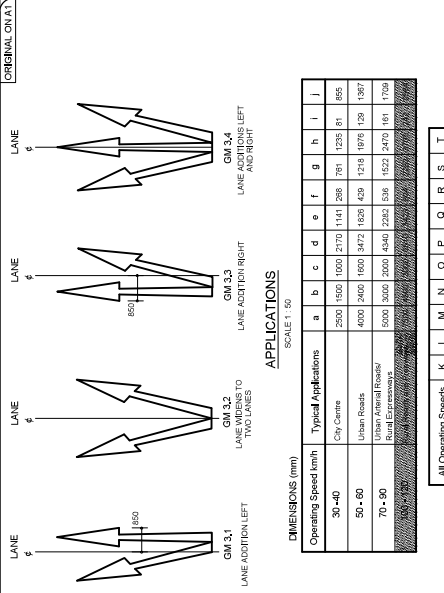
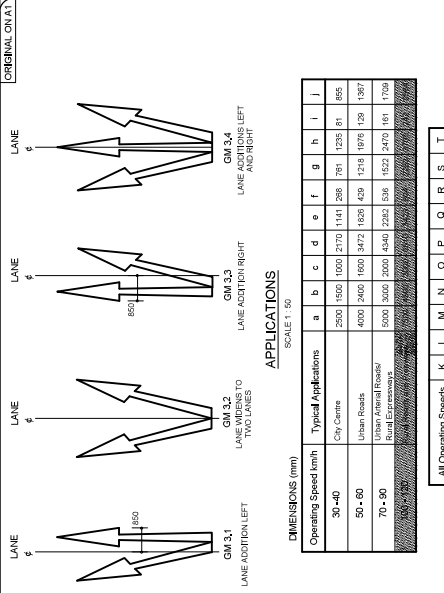
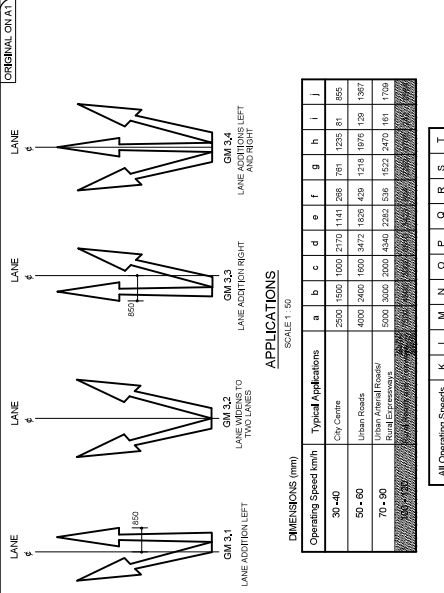
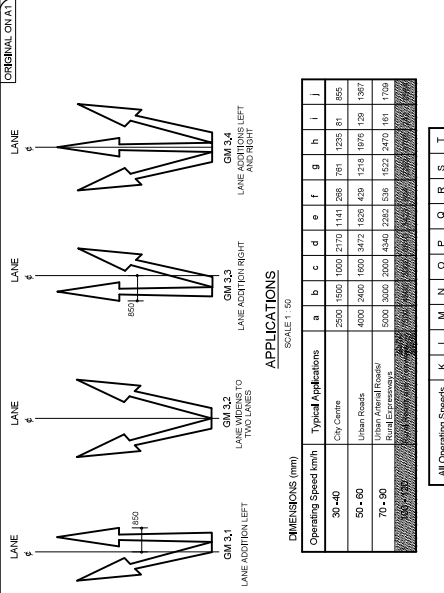
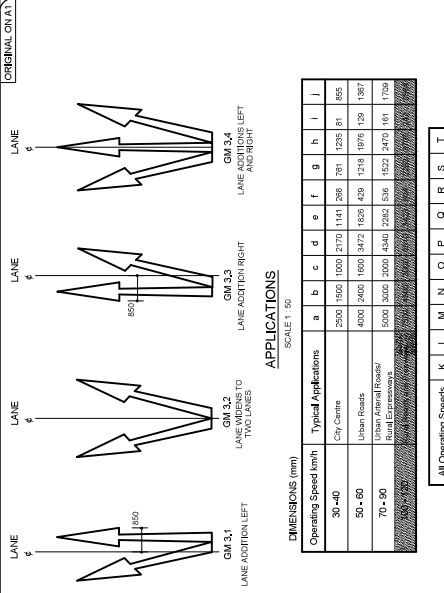
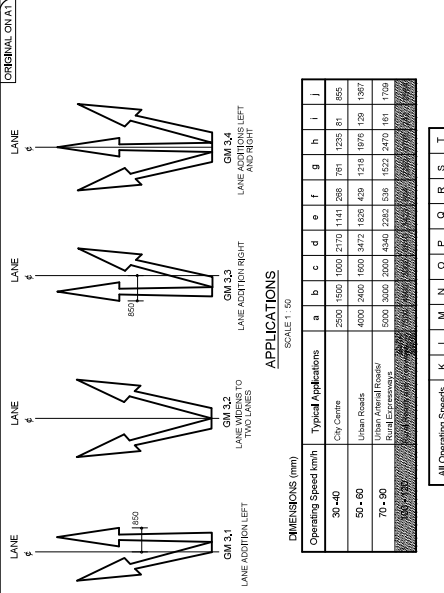
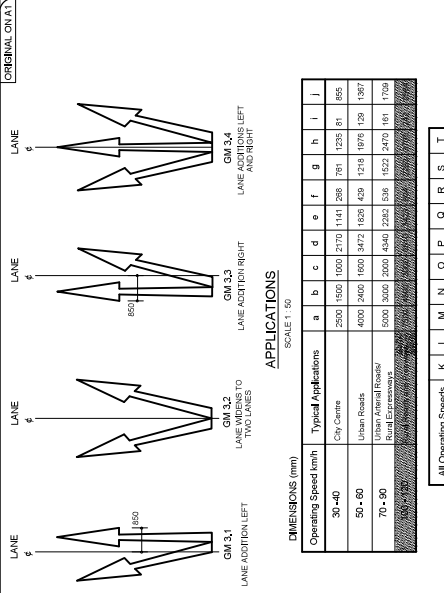
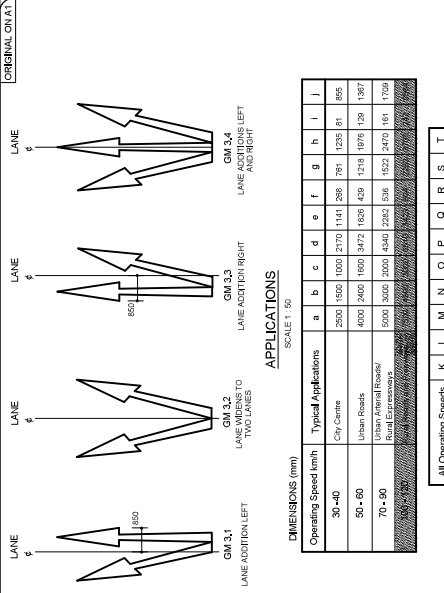
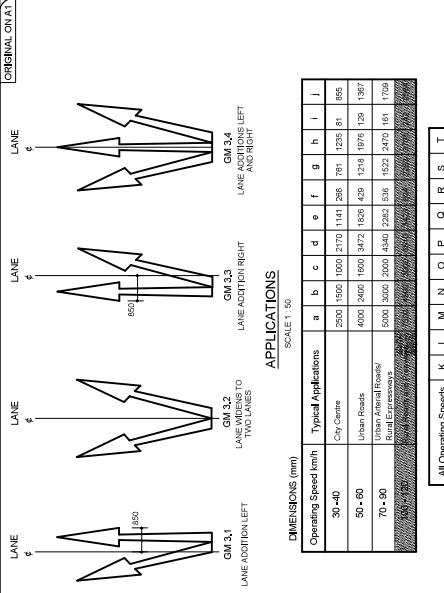
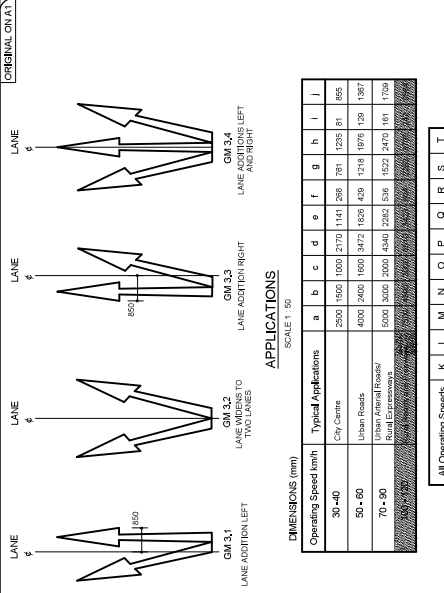
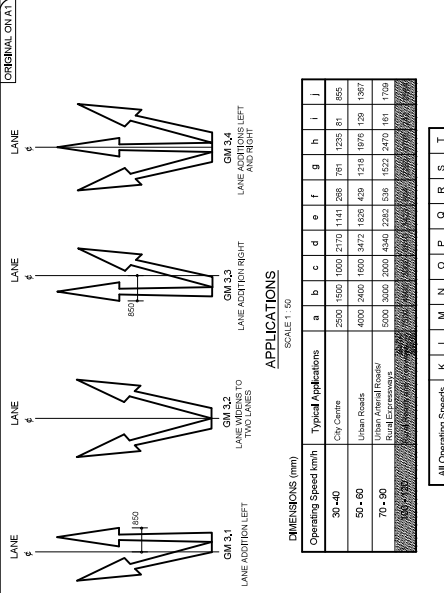
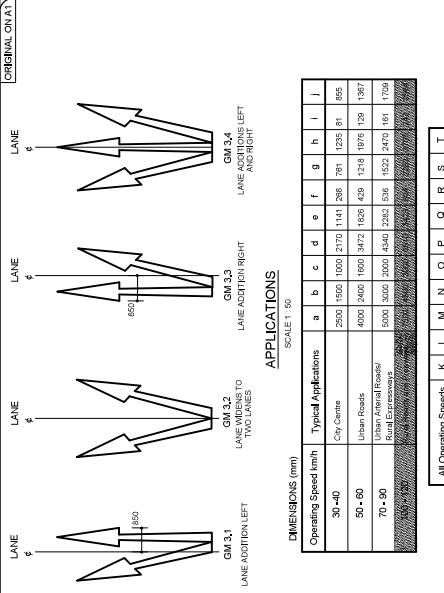
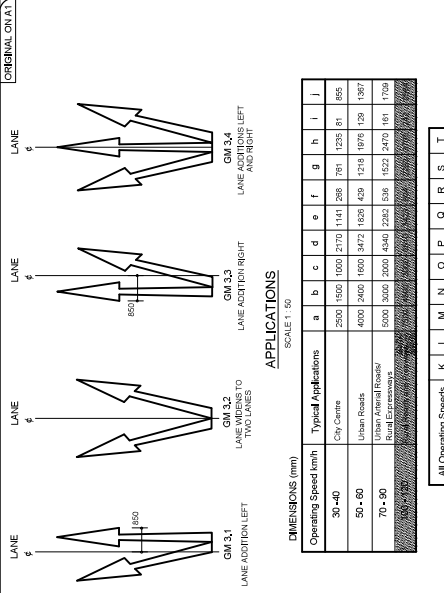
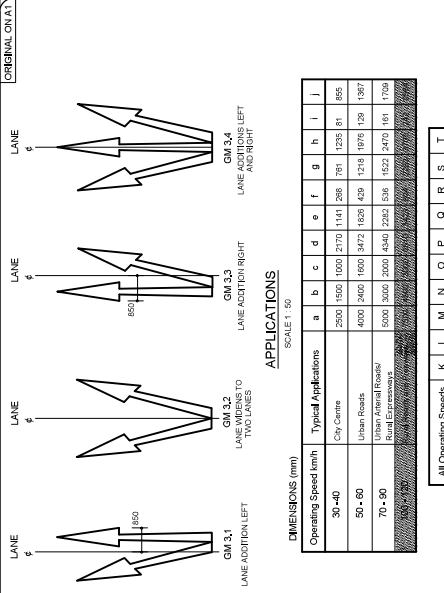
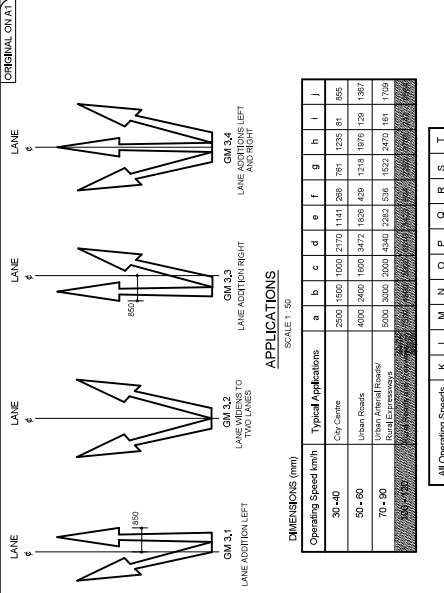
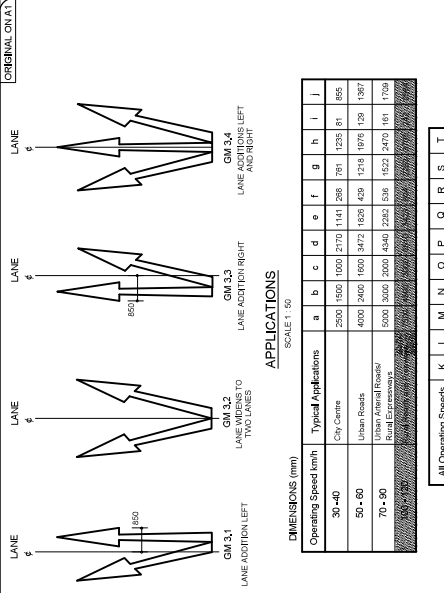
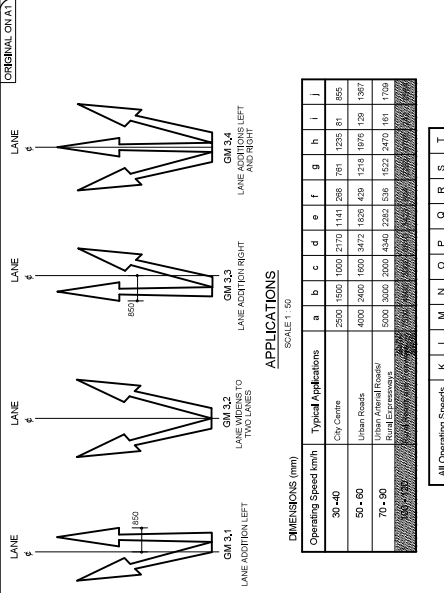
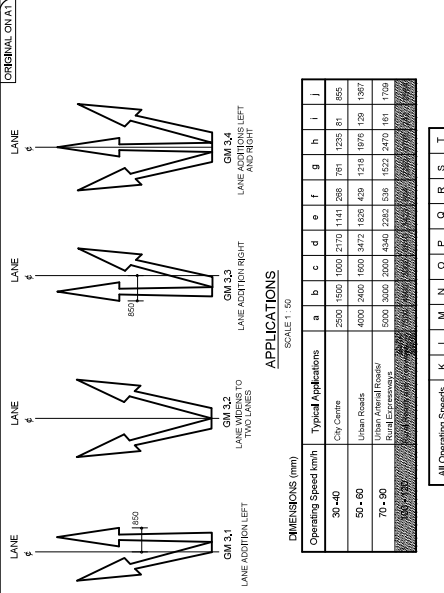
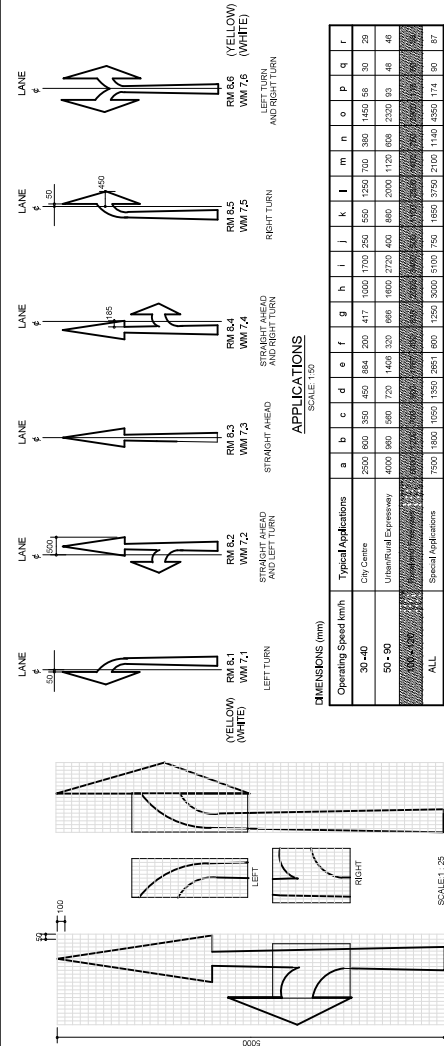
Private Bag 2598, MAKHADO 0920, Tel: (015) 519-3000, Fax: (015) 516-6145

morula CONSULTING ENGINEERS & PROJECT MANAGERS

Full signature, SCALE, AS SHOWN, DRAWING NUMBER, REVISION



ROAD MARKING DETAILS



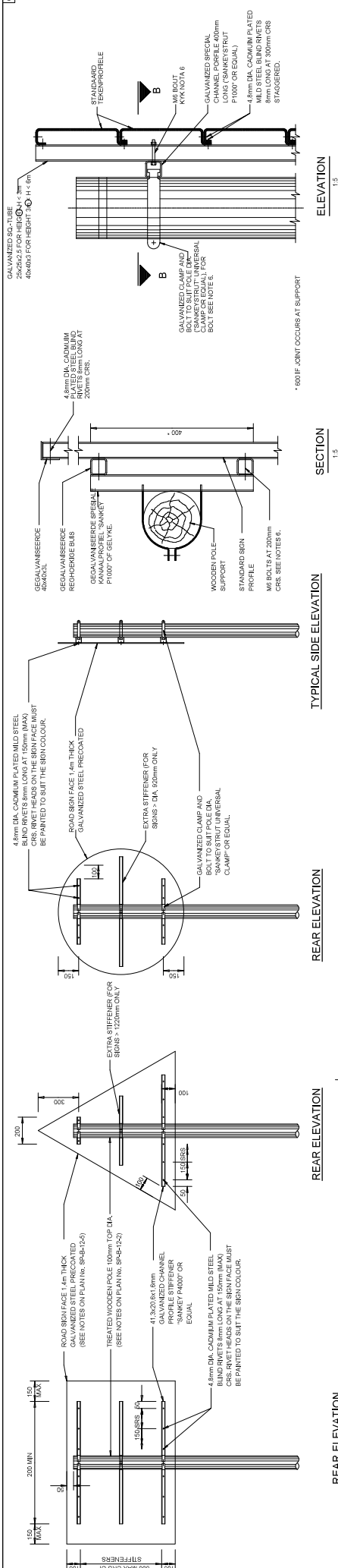
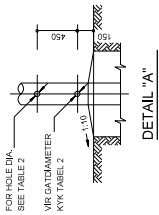


TABLE 1

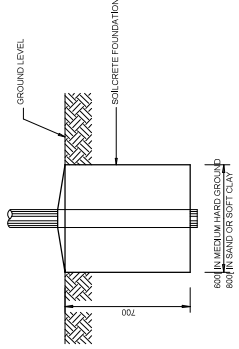
WIDTH OF SIGN	No. OF SUPPORTS	DIMENSIONS		
		B		C
		w/2	w/5	w/2w
1.2m	1			
1.2m - 4.0m	2			3w/5
4.0m - 7.2m	3			
7.2m - 9.6m	4			w/2w
9.6 - 12.0m	5			w/1w



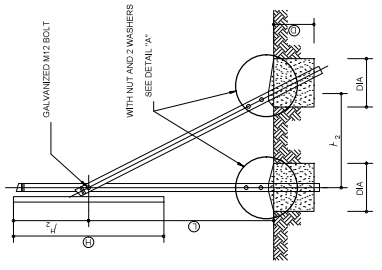
DETAIL "A"

TABLE 2

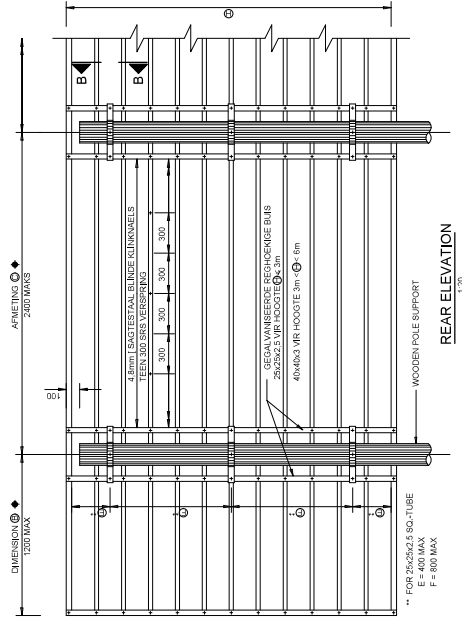
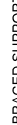
POLE DIA * (mm)	HOLE DIA (mm)
≤ 140	NONE
141 - 170	40
171 - 200	50
201 - 225	65



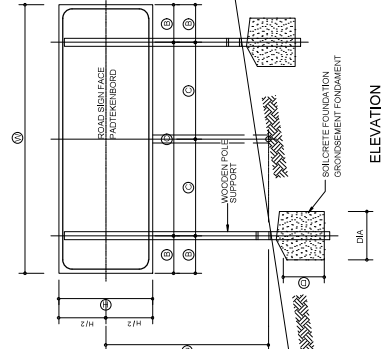
TYPICAL FOUNDATION



TYPICAL SECTION



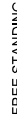
READ ELEVATION



ELEVATION



TYPICAL SECTION

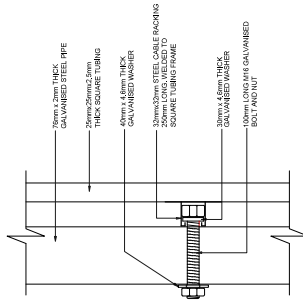
[illegible]

FOR TENDER  
PURPOSE

NO.	DATE	REVISION	COMMENT	DATE	BY
DESIGNED BY	H.T.				
CHECKED BY	H.T.				
DRAWN BY	F.M.				
CHECKED BY	H.T.				

		Private Bag X2596 Zaria, KWARA STATE 9000 Tel: (019) 519-3000 Fax: (019) 516-6145				No. 1 Plesmont Road Plesmont Gardens Sherwood 4095 <b>CONSULTING ENGINEERS &amp; PROJECT MANAGERS</b> <i>of the South</i> Tel: (072) 791 9034 Fax: (086) 558 6446		TENDE No. 472018 <b>REHABILITATION OF VLEI STREET AND KRUGER STREET</b> ROAD TRAFFIC SIGNS SUPPORTS, FOUNDATIONS AND DETAIL OF GROUND MOUNTED ROAD SIGN FACE		PROJECT STATUS: TENDER (Full signature)		SHEET 1 OF 1	
---	--	---	--	---	--	--	--	---	--	--	--	--------------	--

DRAWING NUMBER MCM/MR/HS/D03		REVISION ①		SCALE AS SHOWN		DATE 2018		PROJECT STATUS: TENDER		SHEET 1 OF 1	
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### FIXING DETAIL 1

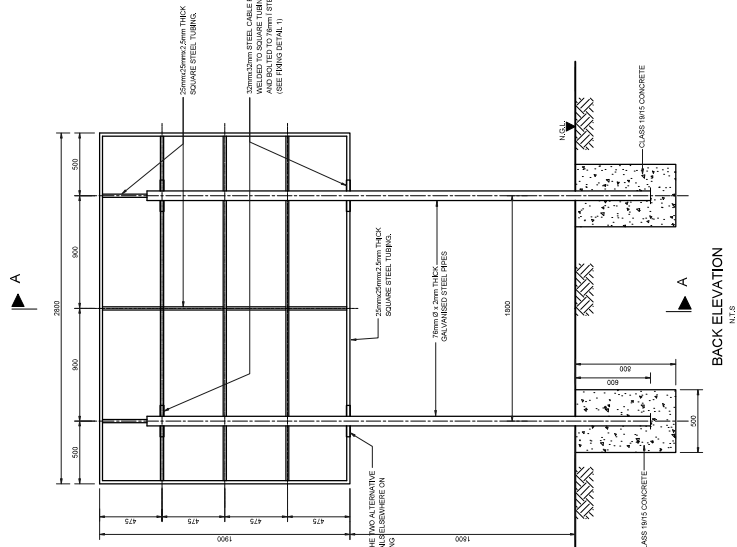
1. ALL EMBLEM ARE TO BE OBTAINED BY THE CONTRACTOR AND DISPLAYED IN FULL COLOUR.
2. THE EMBLEMS OF THE FEDERATION OF CIVIL ENGINEERING CONTRACTORS AND THE ASSOCIATION OF CONSULTING ENGINEERS MAY ONLY BE USED IF THE CONTRACTOR / CONSULTANT IS A REGISTERED MEMBER. NO OTHER EMBLEM MAY BE USED IN LEU - HEREOF.
3. M16 x 100mm GALVANISED BOLTS AND NUTS FOR FIXING OF NAME BOARD TO GALVANISED STEEL (PPHS, FIXING DETAIL 1)
4. M16 x 100mm GALVANISED BOLTS AND NUTS FOR FIXING OF NAME BOARD TO GALVANISED STEEL (PPHS, FIXING DETAIL 2)
5. LOCATION OF PROJECT NAME BOARD TO BE IN ACCORDANCE WITH THE ENGINEERING INSTRUCTIONS.
6. FOR FIXING DETAIL 2 THE CENTRE UNITS OF THE 10mm I STEEL PPHS MAY BE  $\approx 1500mm$  APART.

COLOUR IDENTIFICATION:

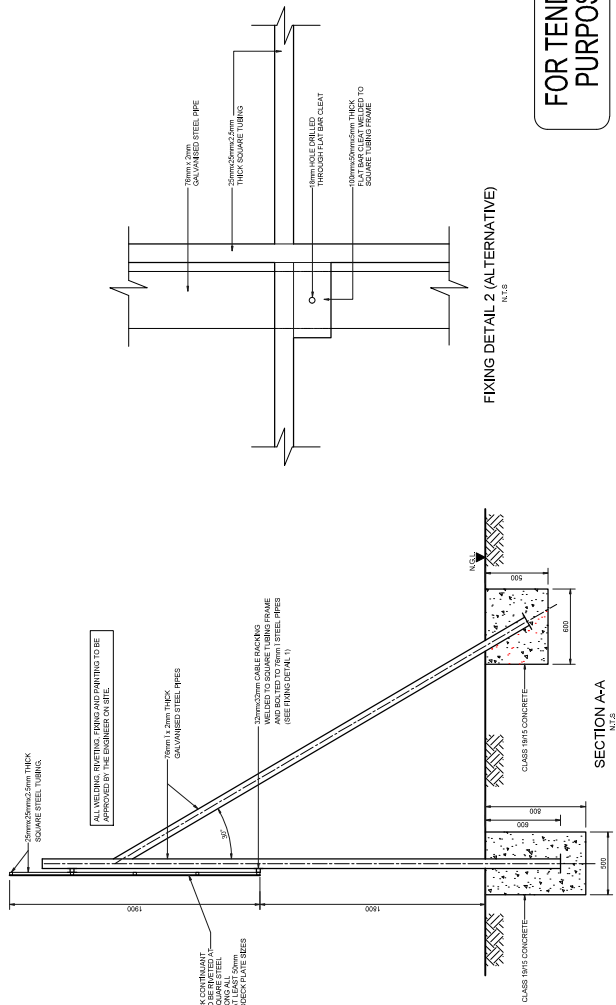
1. OXFORD BLUE BS 381(c) OF 1964 COLOUR 105
2. SMOKEY GREY BS 381(c) OF 1964 COLOUR 692
3. UNCOATED - JW22 (RED)
4. COATED - PMS 199C (RED)

NOTES:

1. Description in **italics** must be adjusted to suite project details
2. Type face to be used shall be Helvetica Medium Colour of lettering AS INDICATED
3. **LETTERS TO BE CAPITALISED.**
4. Background of board to be **WHITE**  
All borders & lines to be **MIDDE BLUE**  
Colour for letters to be **AS PER SPECIFICATION**
5. All paint used should match Ref. 230 Acrylic Road sign paint
6. For details of structure refer to specifications.



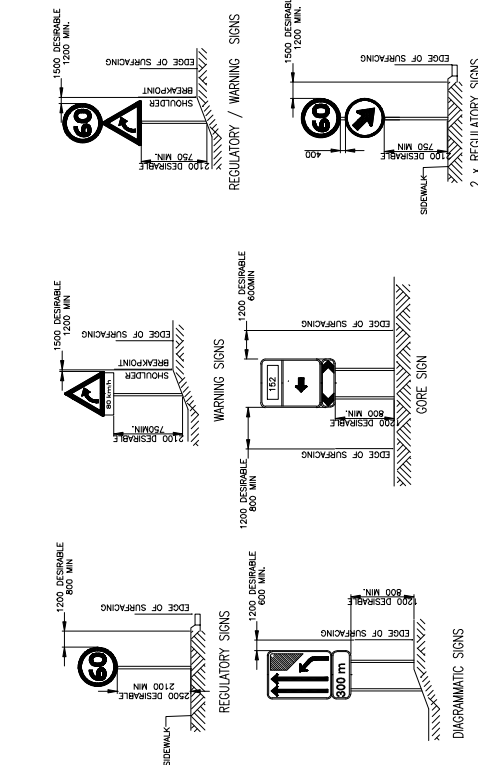
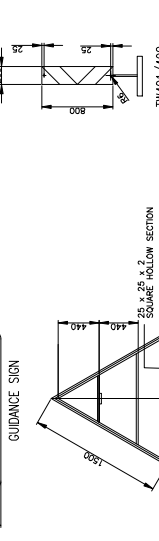
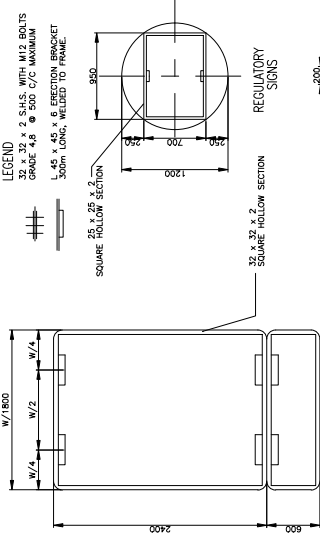
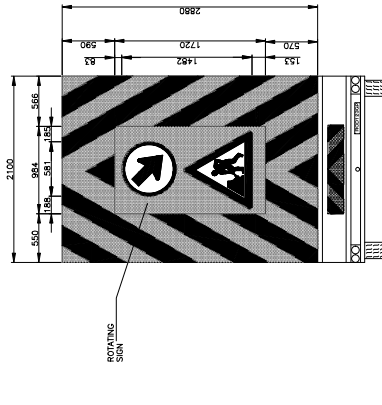
BACK ELEVATION  
N.T.S.



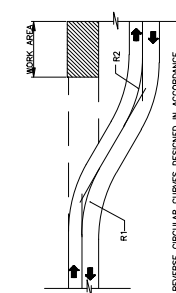
**FIXING DETAIL 2 (ALTERNATIVE)**

FOR TENDER  
PURPOSE

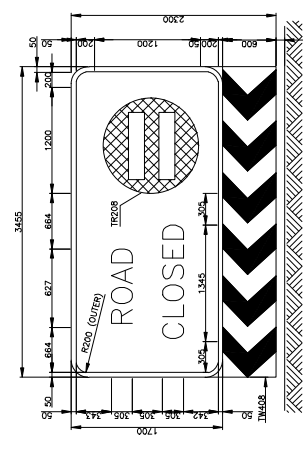
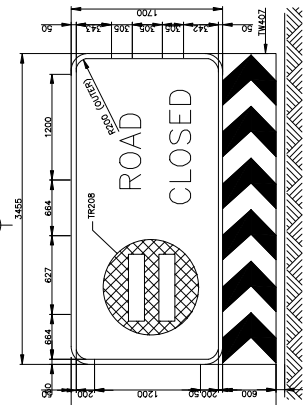
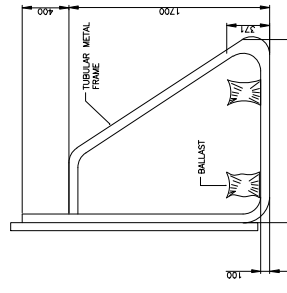
[illegible]



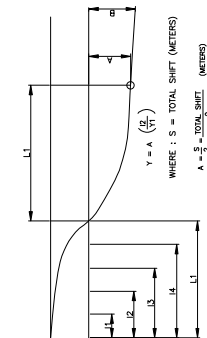
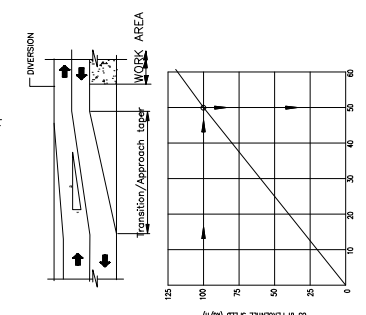
ANTICIPATED SPEED $v_1$ ( $\text{km/h}$ )	$R1$ ( $\text{m}$ ) $e = 0.10 \text{ m/m}$	$R2$ ( $\text{m}$ ) $(e = 0.1\text{m/m})$
50	60	124
60	110	166
70	160	254
80	210	360
90	270	477
100	360	619



### 1) RADI OF REVERSE CURVES



SECTION A-A



## 2. GRAPHICAL METHOD...

EXAMPLE:  
LATERAL DISPLACEMENT (SHIFT) (S) = 6m  
FROM THE ABOVE GRAPHS:  
MIN. LENGTH OF CROSSOVER (L) = 120m  
OFF-SET DISTANCE : Y1 = 0.5m  
Y2 = 3.0m

## MINIMUM STANDARDS FOR DIVERSIONS

### RATE OF TAPER AT TRANSITIONS

FOR TENDER  
PURPOSE

[illegible]



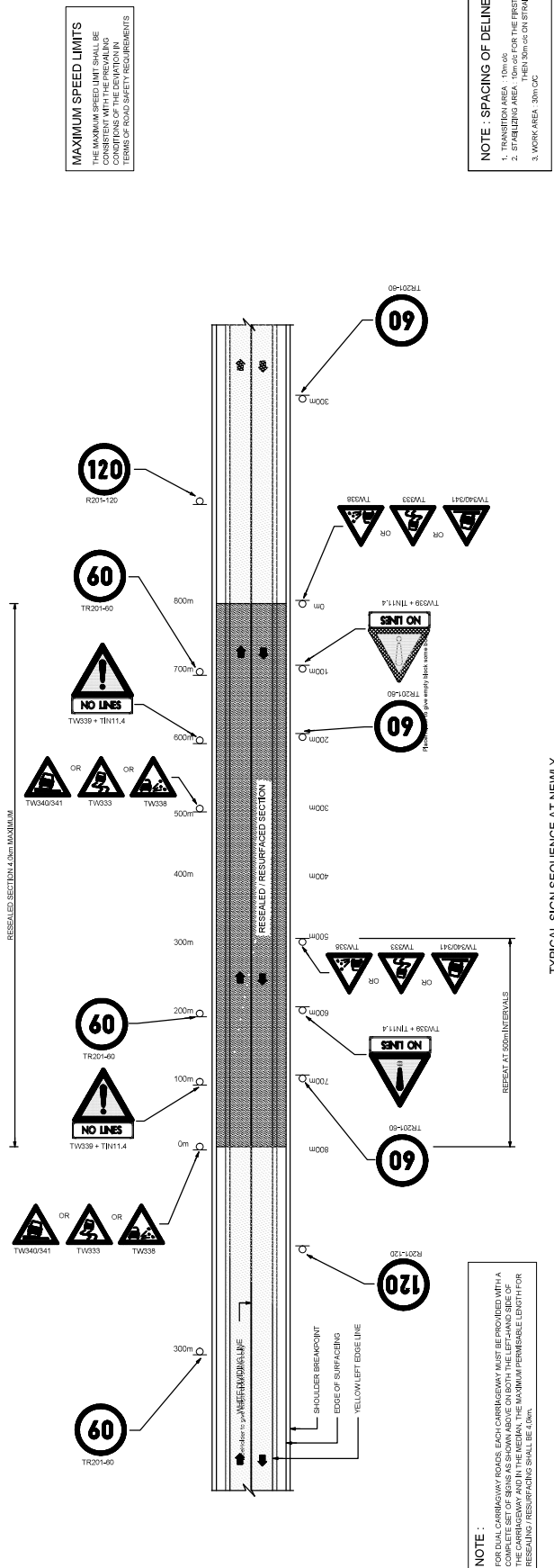


FOR TENDER  
BIDDER

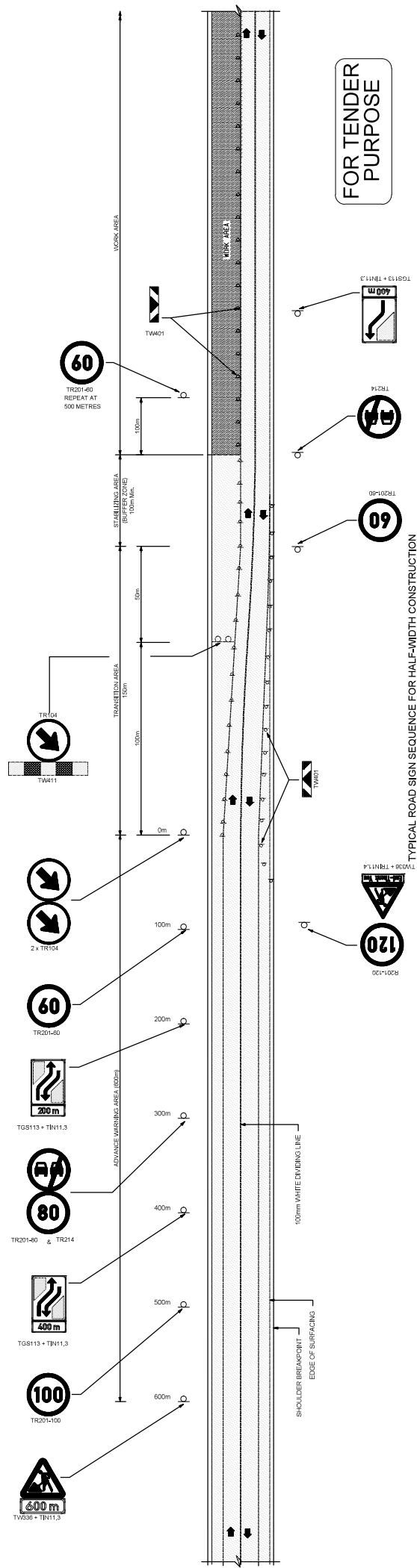
# SIGN SEQUENCE FOR WORK ON SHOULDERS ON SINGLE CARRIAGEWAY ROADS

[illegible]

TEMPORARY ROAD TRAFFIC MANAGEMENT FOR 2-LANE SINGLE CARRIAGEWAY ROADS : RESEALING / RESURFACING  
WORK AND HALF-WIDTH CONSTRUCTION : DAYLIGHT AND NIGHT-TIME CLOSURES



TYPICAL SIGN SEQUENCE AT NEWLY COMPLETED RESEAL WORK



TYPICAL ROAD SIGN SEQUENCE FOR HALF-WIDTH CONSTRUCTION

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