

# BID NO: 70 OF 2023 UPGRADING OF ROAD IN TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

PARTI	CULARS OF THE BIDDER
NAME OF THE BIDDING OR	
TENDERING COMPANY	
STREET ADDRESS	
(PHYICAL	
ÀDDRESS)	
,	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM	
LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
OIDD ONG NOMBER (II 711 1 EIG/IDEE)	
CELLPHONE NUMBER	
SEED HORIZ HOMBER	
ALTERNATE CELLPHONE NO.	
7.272.44.74.2 0222.770142.7401	
CENTRAL SUPPLIER DATABASE	
NUMBER OF THE BIDDING	
COMPANY	
PREPARED FOR:	PREPARED BY:
MAKHADO MUNICIPALITY	RALEMA CONSULTING ENGINEER (PTY) LTD
CIVIC CENTER	34 MAZZENINE OXFORD OFFICE PARK
83 KROGH STREET	03 BAUHINIA STREET
MAKHADO	HIGHVELDPARK
0920	CENTURION
TEL: (015) 519 300	TEL: (012) 753 0744
FAX: (015) 516 1195	FAX: 086 537 7350
	Municipal
14/VX	Infrastructure
EXPANDED PUBLIC WORKS PROGRAMME	Infrastructure Grant
Creating opportunities towards human fullfilment	- I I I I I I I I I I I I I I I I I I I
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Part T1: Tendering procedure	
Employer Witness 1	Witness 2 Contractor Witness 1 Witness 2



# BID NO: 70 OF 2023 UPGRADING OF ROAD IN TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

# 1. 0 TENDER ADVERT

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# BID NO: 70 OF 2023 **UPGRADING OF ROAD IN TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**





# LOCAL MUNICIPALITY TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable 24 July 2023 at non –refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free https://etenders.treasury.gov.za/content/advertised-

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
69 of 2023	Supply, Deliver, Installation and Commissioning of 50KVA 3Ph Generator at Dzanani Regional Office	80/20 preferential points with functionality	26 July 2023 at 10:00am at Dzanani Regional Office	CIDB grading 01EP or higher Certified copy of a valid ORHVS certificate, with modules 1 to 10 or HVO-level 04. A certified copy of a valid wiremen's license A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or ME (installation or master electrician) number.	Director Technical services: MS DG Siboiboi or Mr. T Magalela at 0155193000	Ref: 8/3/2/2001 Notice no: 112/2023	11 August 2023 at 12H00pm
70 of 2023	Re-advertisement: Upgrading of road Tsianda Marundu to Military base Phase 1	90/10 preferential points with functionality criteria	28 July 2023 at 11:00am U-Save Supermarket Ha- Mutsha Village along R524 road	CIDB Grading 07CE or higher.     Attach three years audited financial statement (only those that are required by law to be audited)	Director Technical services: MS DG Siboiboi or Ms. L Thulari at 0155193000	Ref: 8/3/2/2003 Notice no: 113/2023	21 August 2023 at 12H00pm
71 of 2023	Re-advertisement: Supply, Delivery, Refill and Service of Council Fire Extinguishers Cabinets for the period three (03) Years	80/20 preferential points with functionality			Director Corporate Service Mr. SG Maguga or Mr. MT Tshikota at 0155193000	Ref: 8/3/2/2004 Notice no: 114/2023	21 August 2023 at 12H00pm
72 of 2023	Re-advertisement: Provision of single automated performance management system for the period of three (03) Years	80/20 preferential points with functionality	27 July 2023 at 10:00am at council chamber, Civic Center, 83 Krogh street, Makhado, 0920		Manager performance management system: Mr. K Sigidi at 0155193000	Ref: 8/3/2/2005 Notice no: 115/2023	21 August 2023 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, 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 as per above mentioned table.

- 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 (CK) Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification. 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 (CSD) report.

NB: • All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). • A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

**Civic Centre** 83 Krogh Street MAKHADO MR KM NEMANAME MUNICIPAL MANAGER

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



# BID NO: 70 OF 2023 UPGRADING OF ROAD IN TSIANDA MARUNDU TO MILITARY BASE -PHASE 1 COMPLETION OF THE DOCUMENT

✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

# <u>PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT</u> FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS MAY INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION
  - COMPULSORY QUESTIONAIRE must be fully completed and signed In a case of Joint Venture separate COMPULSORY QUESTIONAIRE forms must be completed and submitted.
  - MBD 1 must be fully completed and signed
  - PRICING SCHEDULE must be fully completed and signed
  - MBD 4 -only tick the appropriate answer. Please be informed that whether you scratch
    out, tick or circle, your answer will be where the pen ink is reflecting. Ink should not
    reflect on both answers.
    - In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.
  - MBD 5 -only tick the appropriate answer. Please be informed that whether you scratch
    out, tick or circle, your answer will be where the pen ink is reflecting. Ink should not
    reflect on both answers.
  - In a case of Joint Venture separate MBD 5 forms must be completed and submitted. (complete if applicable)
  - MBD 6.1 must be fully completed. Ink should not reflect on both answers.
  - MBD 7.2 must be fully completed. Ink should not reflect on both answers.
  - **MBD 8** only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Ink should not reflect on both answers.
  - MBD 9 must be fully completed and signed. Ink should not reflect on both answers.
  - **SECTION 38** only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses. Ink should not reflect on both answers.
  - Note that should you answer "NO" to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached

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# BID NO: 70 OF 2023 UPGRADING OF ROAD IN TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

- SIGNATORY AUTHORISATION complete and sign the form
- The document must not be dismantled; page numbers must be sequential and returnable documents must be submitted separately (BINDED). Annexures must be attached at the back of the tender document or as a separate document(BINDED).

# THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip.
  - FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.
- ✓ A valid Disability letter from a Medical Doctor with Practice Number.

# MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Current municipal rates and taxes statement for each directors' address must be attached; or
- √ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property. Please note that Body Corporate statements will not be accepted ONLY Municipal rates and taxes will be accepted.

# MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Current municipal rates and taxes statement for the company's' address must be attached; or
- √ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or

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✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property. Please note that Body Corporate statements will not be accepted ONLY Municipal rates and taxes will be accepted.

# **NB!!**

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution Please attach a copy of Signatory resolution on your company letterhead and signed where instructed
- ✓ If the submission is from a Joint Venture, then a signed JV agreement by both parties must be attached

# **VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before award is made)
- ✓ CIDB Grading will be verified
- ✓ A letter from Medical Doctor will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

# **ALLOCATION OF SPECIFIC GOALS POINTS**

- ✓ No points will be allocated for a Specific Points Doctor's letter that is not valid.
- ✓ No points will be allocated if the attached sworn affidavit is a copy.

# INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will not be received
- ✓ The tender document must be in the tender box before the specified closing time and date. Bidders who arrive when the tender box is open are late.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# **MAKHADO MUNICIPALITY**

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T1.1 Tender Notice and Invitation to TenderT1.2 Tender Data

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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

MBD 1

# **T1.1 Tender Notice and Invitation to Tenders**

NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY

	APPEAR IN THE	IABLE OF	JONIEN	II S FUR E	ASE OF KI	EFER	ENC			
PART A INVITATION TO BID										
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO MUNICIPALITY										
		CLOSI								
BID NUMBER:	BID NO: 70 OF 2023	DATE:		21st Augu		FADY		NG TIME:	12H00	
DESCRIPTION	UPGRADING UL BIDDER WILL BE R								(IDD7)	
	DOCUMENTS MAY				IA WKII IE		NIKAC	T FURIVI (IV	IDUI).	
BOX SITUATED		DE DEI OOI	ILD III	THE DID						
MAKHADO MUN	IICIPALITY									
CIVIC CENTER										
83 KROGH STRI	EET , MAKHADO , 092	20								
CIDB GRADING	- 7CE OR HIGHER									
SUPPLIER INFO										
NAME OF BIDDE	ĒR									
POSTAL ADDRE	ESS									
STREET ADDRE	SS									
TELEPHONE NU	JMBER	CODE				NUM	BER			
CELLPHONE NU	JMBER									
FACSIMILE NUM	/IBER	CODE				NUM	BER			
E-MAIL ADDRES	SS									
VAT REGISTRA	TION NUMBER									
TAX COMPLIAN		TCS PIN:			OR		CSD No:			
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			1 F							



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	☐Yes☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MA		TECHNICAL INFORMATION DIRECTED TO:	N MAY BE
DEPARTMENT	Technical Service	Technical Service	
CONTACT PERSON	Ms DG Siboiboi	Ms L Thulare	
TELEPHONE NUMBER	015 519 3000	015 519 3000	
E-MAIL ADDRESS	dengas@makhado.gov.za	livhuwanit@makhado.gov.za	

Tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# PART B TERMS AND CONDITIONS FOR BIDDING

1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	S
1.2.	. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH $\mu$ BLACK PEN	A
	THIS BID IS SUBJECT TO THE MM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	Т
	TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BI MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	Н
	WILEDE NO TOO IS AVAILABLE BUT THE BIDDED IS DESIGNED ON THE SENTEN AND SENTENCE	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIED DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	R
		R
3.	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	R
<b>3.</b> 3.1.	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	R
3.1. 3.2.	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?	R
3.1. 3.2. 3.3.	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	R
3.1. 3.2. 3.3. 3.4.	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	R
3.1. 3.2. 3.3. 3.4.  THE	DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO	R



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THE UPGRADING OF ROAD T	TSIANDA(MARUNDU) TO MILITARY BASE -PHASE	: 1
YES NO		
IF THE ANSWER IS "NO" TO ALL OF THA TAX COMPLIANCE STATUS SYSTE (SARS) AND IF NOT REGISTER AS PE	THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER EM PIN CODE FROM THE SOUTH AFRICAN REVENUE SER ER 2.3 ABOVE.	FOI VIC
NO BIDS WILL BE CONSIDERED FROM	I PERSONS IN THE SERVICE OF THE STATE.	
SIGNATURE OF BIDDER:		
CAPACITY UNDER WHICH THIS BID IS	SIGNED:	
DATE:		
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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

- 1. Documents are available on E-tender and Hard Bid Documents Copies are available at Municipal offices on the 24<sup>th</sup> July 2023 at non-refundable amount of R600.00, B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado respectively.
- Sealed bid documents marked: BID NO: 70 OF 2023 UPGRADING OF ROAD TSIANDA MARUNDU TO
   MILITARY BASE -PHASE 1 must be placed in the bid box in the Foyer of Main Entrance CIVIC CENTER,
   83 Krogh Street , Makhado not later than 21<sup>st</sup> August 2023 @ 12h00 where after the bids will be opened
   in public at the Municipal offices.
  - 3. One sealed envelope containing "TENDER DOCUMENT AND RETURNABLES" must be deposited in the box before the closing date and time..
  - 4. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety)..
  - 5. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
  - 6. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
  - 7. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).
  - 8. Enquiries relating to this tender should be addressed to Ms Ms DG Siboiboi @ 015 519 3000

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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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	Tender Data
F.1.1	The employer The employer is The MAKHADO MUNICIPALITY.
F.1.3.2	Replace the contents of the clause with the following:
	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
F.2.1	Eligibility

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 for a CE class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

- 1. Every member of the joint venture is registered with the CIDB:
- 2. The lead partner has a contractor grading designation in the 7CE OR HIGHER; and 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 7CE OR HIGHER class of construction work.

Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.

#### F.2.1. Eligibility

Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.

F.2.2 Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.

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Clause

Clause number	Tender Data
F.2.7	Clarification Meeting There will be a compulsory Site Briefing Session on the 28th July 2023, 1100hrs U-Save Supermarket Ha-Mutsha Village along R524 road. Should there be any addendum it will be published on either/or of the following websites E-Tender, CIBD and Municipal website.
F.2.10.5	Pricing and tender offer Add the following to the clause:
	No digital copy of the Bill of Quantities will be issued.
F.2.11	Alterations to documents Add the following to the clause:
	To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry.



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THE HENDERGRADING OF ROAD TSIANDA (MARUNDU) TO MILITARY BASE -PHASE 1 Tendering procedures

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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

Clause	Tender Data
number	Terruer Data

#### F.2.12 Alternative tender offers

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.

No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

# F.2.13 Submitting a tender offer

Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

F.2.13.2 Replace the contents of the clause with the following:

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in black ink.

THE TENDER				16				T1.2
Part T1: Tender	ing	procedures					7	Tender Data
	_							
Employer		Witness 1	Witness 2		Contractor	Witness 1		Witness 2



BID NO: 70 OF 2023

# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

•		
Clause number	Tender Data	
	All volumes are to be left arranged.	t intact in its original format and no pages shall be removed or re-
F.2.13.3	Parts of each tender offe	r communicated on paper shall be submitted as an original.
F.2.13.4	Add the following to the o	clause:
	Only authorised signator 2.13.3.	ries may sign the original tender offer where required in terms of
F.2.13.5 F2.15.1	The employer's address each tender offer package	for delivery of tender offers and identification details to be shown on ge are:
	Location of tender box	: Foyer Main Entrance Civic Center , 83 Krogh Street, Makhado 0920
	Physical address:	Civic Center , 83 Krogh Street, Makhado 0920
		ID NO: 70 OF 2023- UPGRADING OF ROAD TSIANDA MARUNDU HASE 1, and the closing date and time of the tender.
	Postal address: Private	Bag X2596, Makhado, 0920
	The name and address of	of the tenderer shall be entered on the back of the envelope.
	Tenderer for the purpos	ns, which are printed or written upon any stationary used by the e of or in connection with the submission of a tender offer for this onflict with the conditions laid down in this document shall be waived,
F.2.14	Information and data to	be completed in all respects
	Add the following to the o	clause:
	The Tenderer is required	to enter information in the following sections of the document:

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THE TENDER

Part T1: Tendering procedures

Witness 1

T1.2

**Tender Data** 



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

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Clause number	Tender Data
	Section T2.2: Returnable Schedules Section Section C1.1: Form of Offer and Acceptance Section Section C1.2: Contract Data (Part 2) Section Section C2.2: Bill of Quantities
	The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.
	The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.
	The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.
	Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
F.2.15.1	Closing Time The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15.2	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16.1	Tender offer validity The tender offer validity period is 90 days.

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

THE TENDER

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T1.2

Part T1: Tendering procedures									T	ender Data
E	mployer	Witness 1		Witness 2		Contractor		Witness 1		Witness 2

Add the following to the clause:

F.2.16.1



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THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1							
Clause number	Tender Data						
F.2.18	Provide other material 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.						
	Add the following to the clause:						
	Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.						
F.2.20.	Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the						

r ı ı letter of intent referred to below.

The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.

#### F.2.22 Return of other tender documents

Return all retained tender documents prior to the closing time for the submission of Tender Offers.

#### F.2.23 Certificates

The tenderer is required to submit with his tender:

- 1. a Certificate of Contractor Registration issued by the Construction Industry **Development Board**
- 2. a copy of the CSD summary report
- 3. Copies of legal registration documents of the company/close corporation/partnership including certified copies of identity documents of directors.
- **Bank Rating Letter**
- 5. Documents and Schedules listed in Part T2.

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

THE TENDER					19				T1.2
Part T1: Tendering procedures			_					1	Tender Data
	_								
		\\/itmage 4		\M/itmage 2		Contractor	\\/itmage 4		Mitmaga 2
Employer		Witness 1		Witness 2		Contractor	Witness 1		Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

Clause number	Tender Data
F.3.4	Opening of tender submissions Tenders will be opened immediately after the closing time for tender
F.3.5	Two-envelope system A two-envelope procedure will not be followed.
F.3.11	<b>Evaluation of Tenders</b> The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 90/10 Preferential Point System).

# POINTS AWARDED FOR FUNCTIONALITY

The tenderer will be required to achieve a minimum score of **70 points** in the technical evaluation to be considered further in the valuation process.

# **FUNCTIONALITY SCHEDULE**

	TARGETED GOALS Name reference with contact details (Previous 5 yrs, Projects involving Roads Projects)	Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	8		
2	Project 2	8		
3	Project 3	8		
4	Project 4	8		
5	Project 5	8		
	Sub-Total: Reputation and References	40		

NOTE: The tender should attach <u>Appointment Letter and Completion Certificate</u> as a proof for having completed such project. Points for each project will be allocated as follows:

9CE:	8 points				
8CE:	8 points				
7CE:	8 points				
6CE:	7 points				
5CE:	6 points				
HE TENDER			20		T1.2
Part T1: Tende	ering procedures				Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# **FINANCIAL REFERENCES**

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Letter of intent from Registered financial Institution's (with full details of guarantor) in the amount of 10% specified for surety purposes shall be submitted	3		
	Sub-Total: Financial References	10		

# EXPERIENCE AND QUALIFICATION OF KEY STAFF

Experience

	TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 10 years in Road Projects	>10 yrs=5 6-9 yrs=3		
2	Site Agent: 8 years in Road Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2		
3	Foreman 5 years in Road Projects	>5 yrs=3 4 yrs=1.5 3 yrs=1		
4	Health and Safety Officer 5 years of experience as OHS in Civil Engineering Construction – MUST BE REGISTERED WITH SACPCMP	>5 yrs=2 4 yrs=1 3 yrs=0.5		
	Sub-Total: Experience	15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

THE TENDER Part T1: Tendering	g procedures	:	21		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1 <u>Qualifications</u>

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: Civil Engineering or construction management or project management (NQF LEVEL 5 LIC- Management of Labour-Intensive Work)	BSc = 5 B-Tech /PrCPM = 5		
2	Site Agent: Civil Engineering or Construction management (Must have at least NQF 4)	BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2		
3	Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5		
4	Health and Safety Office 5 years of experience as OHS in Road projects	ND = 2 Cert = 0.5		
	Sub-Total: Qualifications	15		

# CV's and Certified Qualifications should be attached.

#### PLANT AND EQUIPMENT

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1.	Grader (2 no)	4		
2.	TLB (2 no)	2		
3.	Excavators (2 no)	4		
4.	Water Cart (2x 18 000 litre)	2		
6.	10 m <sup>3</sup> Tipper Trucks (6 no)	4		
7.	10 Ton Roller (2 no)	4		
	Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants.

THE TENDER Part T1: Tendering procedures			22		T1.2 Tender Data
	M5:	Mi		Me	W.
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# **SUMMARY**

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocate d Points
REPUTATION AND REFERENCE OF THE FIRM:			
TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE 3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

#### NB:

NB! For <u>EXPERIENCE AND QUALIFICATION OF KEY STAFF</u> on the functionality, Please attach an organogram indicating the positions of personnel.

The tenderer will be required to achieve a minimum score of 70 points in the technical evaluation to be considered further in the valuation process.

The tenderer will be required to achieve a minimum score of 28 points in the technical evaluation for REPUTATION AND REFERENCE OF THE FIRM:TABLE A1 to be considered further in the valuation process

The Preference Points System assigns a score to each tenderer tender price .These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.

The weighting of tender Price and Preference for the tender will be done by way of a point system:

In the case of acquisition of services, works or goods up to a Rand value above R50 million:

- 90 points are assigned to Price; and
- 10 points are assigned to Preference.

The total points for Price and Preference in each case above must add up to 100 points. Points scored will be rounded off to the nearest 2 decimal places.

THE TENDER Part T1: Tendering procedures		23		T1.2 Tender Data	
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

#### FORMULA FOR SCORING TENDER PRICE

The following formula will be used to calculate the points for price.

$$Ps = x[1 - \frac{Pt - Pmin}{Pmin}]$$

where:

Ps = points scored for comparative price of tender under consideration
Pt = comparative price of tender under consideration
Pmin = comparative price of lowest acceptable tender
X = points assigned to price

#### FORMULA FOR PREFERENCE POINT SYSTEM

The points allocated to a tenderer will be in accordance with the Preferential Procurement Regulations, 2022

The following table is applicable:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

THE TENDER Part T1: Tendering	procedures	2	4		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	05	N/A		N/A
Woman Ownership (attach CSD detail report or Certified ID copy)	03	N/A		N/A
Disability (Attach Disability letter from a Doctor)	02	N/A		N/A

# F3.13.1 Acceptance of tender offer

Tender offers will only be accepted if:

- a) the price is within the range of the market analysis.
- b) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

THE TENDER Part T1: Tendering procedures		25			T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

F.3.14	Replace the contents of the clause with the following:  Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers  Particulars of the accepted tender can be obtained from the Engineer.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is <b>ONE</b> (1).

THE TENDER 26 T1.2 Part T1: Tendering procedures Tender Data

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

**Annex: Standard Conditions of Tender** 

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

### F.1 General

#### F.1.1 Actions

- **F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- **F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- **F.1.1.3** The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

# F.1.2 Tender Documents

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

### F.1.3 Interpretation

- **F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- **F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

THE TENDER Part T1: Tendering	procedures	2	27		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

- **F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality** (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

# F.1.4 Communication and employer's agent

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

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

- **F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- **F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.1.6 Procurem	ent procedures				
THE TENDER Part T1: Tendering	g procedures	29	8		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# F.1.6.1 General

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

### F.1.6.2 Competitive negotiation procedure

- **F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- **F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- **F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- **F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
- **F.1.6.3** Proposal procedure using the two-stage system

# F.1.6.3.1 Option 1

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

# F.1.6.3.2 Option 2

- **F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- **F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

# F.2 Tenderer's obligations

### F.2.1 Eligibility

- **F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- **F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### F.2.2 Cost of tendering

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

#### F.2.3 Check documents

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

# F.2.4 Confidentiality and copyright of documents

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

#### F.2.5 Reference documents

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

# F.2.6 Acknowledge addenda

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

# F.2.7 Clarification meeting

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

# F.2.8 Seek clarification

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

#### F.2.9 Insurance

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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# THE UPGRADING OF ROAD TSIANDA(MARUNDU) TO MILITARY BASE -PHASE 1

### F.2.10 Pricing the tender offer

- **F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- **F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- **F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- **F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### F.2.12 Alternative tender offers

- **F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- **F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

# F.2.13 Submitting a tender offer

THE TENDED

- **F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- **F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in no erasable ink.
- **F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- **F.2.13.6** Where a two envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable

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documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- **F.2.13.7** Seal the original tender offer package that states on the outside only the employer's address and identification details as stated in the tender data.
- **F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **F.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

# F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.

# F.2.15 Closing time

- **F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- **F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

# F.2.16 Tender offer validity

- **F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- **F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- **F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- **F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

### F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

# F.2.18 Provide other material

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

#### F.2.19 Inspections, tests and analysis

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

#### F.2.20 Submit securities, bonds, policies, etc.

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

# F.2.21 Check final draft

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

### F.2.22 Return of other tender documents

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

### F.2.23 Certificates

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

# F.3 The employer's undertakings

#### F.3.1 Respond to requests from the tenderer

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

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- **F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the functionality process.

#### F.3.2 Issue Addenda

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

#### F.3.3 Return late tender offers

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

# F.3.4 Opening of tender submissions

- **F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- **F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

# F.3.5 Two-envelope system

- **F.3.5.1** Where stated in the tender data that a two envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- **F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the

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

#### F.3.6 Non-disclosure

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

#### F.3.7 Grounds for rejection and disqualification

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

### F.3.8 Test for responsiveness

- F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.
- **F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work.
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

# F.3.9 Arithmetical errors, omissions and discrepancies

- **F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- **F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.
- **F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- **F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

#### F.3.10 Clarification of a tender offer

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

#### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

#### F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award
- of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

## F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: TEV =NFO + NQ

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where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance

with F.3.11.7.

NQ is the number of tender evaluation points awarded for quality offered in accordance with

F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

TEV = NFO + NP + NQ

where:

*NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

NFO = W1xA

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer

as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the

Tender Data.

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

Formula	Comparison aimed at achieving	Option 1a	Option 2 a	
1	Highest price or discount	$(1 + \frac{(P - P_{\mathbf{m}})}{P_{\mathbf{m}}})$	A = P / Pm	
2	Lowest price or percentage commission / fee	$(1 - \frac{(P - P_{\mathbf{m}})}{P_{\mathbf{m}}})$	A = Pm / P	
l	where: Pm = the comparative offer of the most favourable tender offer.			

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

 $NQ = W2 \times SO/MS$ 

where: SO is the score for quality allocated to the submission under consideration.

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated

in the tender data

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## F.3.12 Insurance provided by the employer

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

#### F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

#### F.3.14 Prepare contract documents

- **F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.
- F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### F.3.15 Complete adjudicator's contract

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

#### F.3.16 Notice to unsuccessful tenderers

- **F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- **F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide c	opies of the cont	racts			
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Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### F.3.19 Expanded Public Works Programme

Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders

The tenderer must submit to the Employer, 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 eligibility requirements

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# THE TENDER PART T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- **T2.2** Returnable Documents

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#### T2.1 List of returnable documents

- 1. Tenderers are required to submit the following with their tenders or within three days of receipt of the Employer's or his Agent's written request for same:
  - Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, (a)
  - (b) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
  - Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and (c)
  - Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing (d) in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
  - (e) Curriculum Vitae of all supervisory staff.
  - (f) Insurance
  - (g) Guarantee
- The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These 2. schedules will also form part of the Contract.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## T2.2 Returnable schedules

1. Returnable Schedules required only for tender evaluation purposes

T2.2.1	Record of Addenda to Tender Documents
T2.2.2	Compulsory Enterprise Questionnaire
T2.2.3	Certificate of authority for joint ventures (where applicable)
T2.2.4	Schedule of Proposed Subcontractors
T2.2.5	Schedule of Plant and Equipment
T2.2.6	Schedule of the Tenderer's Experience
T2.2.7	Financial References
T2.2.8	Proposed Amendments and Qualifications
T2.2.9	Supervisory and Safety Personnel
T2.2.10	Labour Utilisation
T2.2.11	Compliance with OHSA (Act 85 of 1993)
T2.2.12	Site Inspection Certificate
T2.2.13	Authority of Signatory
T2.2.14	General Conditions of Contract
T2.2.15	MBD Pricing Schedule
T2.2.16	MBD 4 Declaration of Interest
T2.2.17	MBD 5 Declaration of Procurement above R 10 million
T2.2.18	MBD 6.1 Preference Points Claim Form in terms of PPR 2022
T2.2.19	MBD 6.2 Declaration certificate for local production and content for designated sectors
T2.2.20	MBD 8 Past Supply Chain Management Practices
T2.2.21	MBD 9 Certificate of Independent Bid Determination
T2.2.22	Section 38 – Declaration Form
T2.2.23	Confirmation of Outstanding Municipal Rates and Taxes

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Part T2: Returnable Documents

Witness 1

Witness 2

Employer

Date	Title or Details
ıch additional pages il	more space is required.

**Returnable Schedules** 



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Signed	Date	
Name	Position	
Tenderer		

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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# **T2.2.2: Compulsory Enterprise Questionnaire**

Section 1: Name of ente	rprise:	
Section 2: VAT registrat	ion number, if any:	
Section 3: CIDB registra	ition number, if any:	
Section 4: Particulars of	sole proprietors and partners	in partnerships
Name*	Identity number*	Personal income tax number*
Complete only if sole propriet	or or partnership and attach separate	e page if more than 3 partners
Section 5: Particulars of	companies and close corporate	ations
Company registration numb	per	
Close corporation number .		
Tax reference number		
manager, principal shareho	evant boxes with a cross, if any	sole proprietor, partner in a partnership or directo y or close corporation is currently or has been within
<ul><li>□ a member of any munic</li><li>□ a member of any provir</li></ul>		in employee of any provincial department, national or provincial public entity or constitutional institution
= a	ional Assembly or the	within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
□ a member of the Nati	vince	
National Council of Pro  □ a member of the box	ard of directors of any 🗆 a r	member of an accounting authority of any national or provincial public entity
National Council of Pro	ard of directors of any □ a r	
National Council of Pro  □ a member of the boa municipal entity □ an official of any munici	ard of directors of any □ a r	or provincial public entity nemployee of Parliament or a provincial legislature
National Council of Pro  □ a member of the boa municipal entity □ an official of any munici	ard of directors of any are marked, disclose the follow	or provincial public entity in employee of Parliament or a provincial legislature wing:
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	exes with a cross, if any spouse, child or parent		
	er, principal shareholder or stakeholder in a cor t 12 months been in the service of any of the fol		e corporation is
Territy of ride been within the ide	t 12 months been in the service of any of the for	iowing.	
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<ul> <li>a member of the National As the National Council of Province</li> </ul>			
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register

iii) confirms that r control over the iv) confirms that I offers and have of work that c iv) confirms that	raulters established no partner, member ne enterprise appear / we are not associate no other relation ould cause or be in the contents of this ne and correct.	r, dir ars, ciate iship iterp	rector, or other p has within the land and, linked or involute with any of the reted as a conflice	erso st fiv lved tend ct of	n, who wholly of e years been of with any other erers or those interest;	or par onvic tende respo	tly exercises, o ted of fraud or ering entities su onsible for comp	r may corrup bmitti biling	exercise, otion. ng tender the scope
Signed					Date				
Name				Po	sition				
Enterprise name									
THE TENDER Part T2: Returna	ble Documents			48			Retur	nable	T2.2 Schedules

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# **T2.2.3: Certificate of Authority for Joint Ventures**

		partner, to sign all documents in connect
	ontract resulting from it on our behalf.	, ,
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
l partner		
		Signature Name Designation
		Signature Name Designation
		Signature  Name  Designation
		Signature Name Designation
THE TENDER Part T2: Returnable Docum	49 ents	Returnable Scheo



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

	notify you that it is our intention to en re are awarded a contract, we agree the mes of proposed Subcontractors in ac	hat this notification does not change	e the requirement for us to submit th
are	no such requirements in the contract	, then your written acceptance of th	is list shall be binding between us.
	confirm that all subcontractors who a tional Home Builders Registration Co		are registered as nome builders witr
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
۷.			
3.			
4.			



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5.						
-						
Signed			Date			
Name			Position			
Tenderer						
THE TENDER			51			T2.2
Part T2: Returna	ble Documents		<b>.</b>		Returnable	

Employer Witness 2



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# **T2.2.5: Schedule of Plant and Equipment**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have availab	le
for this contract or will acquire or hire for this contract if my/our tender is accepted.	

for this contract or will acqu	uire or hire for this contract if my/our tender is accepted.
(a) Details of major ed	quipment that is owned by and immediately available for this contract.
Quantity	Description, size, capacity, etc.
	es if more space is required.
(b) Details of major equi	pment that will be hired or acquired for this contract if my/our tender is acceptable.
(b) Details of major equi	pment that will be hired or acquired for this contract if my/our tender is acceptable.  Description, size, capacity, etc.
	Description, size, capacity, etc.

THE TENDER Part T2: Returnal	ble Documents		52	Returnal	T2.2 ble Schedules
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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Signed	Date	
Name	Position	
Tenderer		

THE TENDER 53 T2.2 Part T2: Returnable Documents Returnable Schedules

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

T2.2.6: Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:						
Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed			

THE TENDER Part T2: Returnable	e Documents		54	Returnat	T2.2 ble Schedules
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**BID NO: 70 OF 2023** 

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Date	Date	Signed
Position	Position	Name
		Tenderer



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

### **T2.2.7: Financial References**

### (a) 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 Employer.

## (b) <u>DETAILS OF COMPANY'S BANK</u>

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	( )	( )
Fax number	( )	( )

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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Account number		
Signed	Date	
Name	Position	
Tenderer		

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## T2.2.8: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Signed	Date	
Name	Position	
Tenderer		

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Returnable Schedules

Contractor

Witness 2

Employer

Witness 1

Witness 1

Witness 2

# **T2.2.9: Supervisory and Safety Personnel**

## PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent	100%					
Contractor's Foremen						
Construction Health and Safety Officer	100%					
Contractors Surveyor						

THE TENDER Part T2: Returnable Documents	Tenderer	
Tart 12. Returnable Documents		T2.2 Returnable Schedules

#### T2.2.10: Labour Utilisation

## **Labour Categories - Definitions**

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

#### 1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision.
- b) Maintaining discipline.
- c) Ensuring safety on the workplace.
- Being responsible to the Contractor for efficiency and production for his portion of the works;
   and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- b) Giving out work to other employees under his control and supervision.
- c) Ensuring safety on the workplace.
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

#### 3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training center for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

#### 4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person.
- b) Giving out work to other employees under his control and supervision.
- c) Maintaining discipline.
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

#### 5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

#### 6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

7. Unskilled Employee
An employee engaged on any task or operation not specified above.

**8. Imported Employee** Personnel permanently employed by Contractor.

**9. Local Employee** Temporary workforce employed through Labour Desk.

# MAN DAYS

Categories	a) No. of Man Day	/S	
	<b>b)</b> Imported	c) Local	<b>d)</b> HDI (Y/N)
Contracts Manager			
2. Site Agent			
Foreman/Supervisors (specify type)			
3.1			
3.2			
3.3			
Safety Inspectors (specify type)			
4.1			
4.2			
5. Charge hands			

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

	1		
Categories	a) No. of Man Day	ys	
	b) Imported	c) Local	<b>d)</b> HDI (Y/N)
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Storeman			
9. Team Leader			
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			
	<u> </u>		
Signed	Date		
Name	Position		
Tenderer			
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Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

# T2.2.11: Occupational Health and Safety Act: Statement by Tendering Entity

I,	duly authorised
to represent	(company name)
work for me with the provisions of the Oc	hereby sponsibility for compliance by myself and all persons who perform supational Health and Safety Act, No. 85 of 1993 (as amended) and me, whilst performing work on
	work on the site shall be properly trained to do this in a manner d safety to themselves and others in the vicinity and undertake to in the interest of health and safety.
Signed	Date
Name	Position
Tenderer	
THE TENDER Part T2: Returnable Documents	64 T2.2 Returnable Schedules

# **T2.2.12: Site Inspection Certificate**

As required by Cla attended the site vis					e of the Works and
I/we further certify the Engineer at the site			lescription of the Wo	ork and the expla	nations given by the
Signature of Tender	rer		 Date		
Site Visit					
This will certify that representing					
attended a Site Insp	pection for this Co	ontract on		20	
For the Engineer		(signed)			
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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

# **T2.2.13: Authority of Signatory**

With reference to applicable block	o Clause 2.13.4 of th )	e Tender Data, I/w	e herewith certify t	hat this tender is s	submitted by: (Mark
a company, and Directors	attach hereto a cert	fied copy of the red	quired resolution of	the Board of	
a partnership, ar	nd attach hereto a ce	rtified copy of the re	quired resolution b	y all partners	
a close corporat Board of Official	ion, and attach here s	to a certified copy o	of the required reso	olution of the	
a one-man busir business submit	ness, and attach her ting this tender	eto certified proof t	hat I am the sole o	wner of the	
a joint venture, a	and attach hereto				
venture - certified	rially certified copy was constituted; and authorisation by th enders and conclude	d ne participating me	embers of the unc	dersigned to	
Signed			Date		
Name			Position		
Tenderer					
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### T2.2.14: General Conditions of Contract

## (NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa

#### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information inspection
- 6. Patent Rights
- 7. Performance security
- 8. Inspections, tests and analyses
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental Services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Variation orders
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

35. Prohibition of restrictive practices

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### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

#### **General Conditions of Contract**

#### 1. Definitions

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

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

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- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

### 2. Application

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

#### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

#### 4. Standards

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

#### 5. Use of contract documents and information inspection

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

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made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent Rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

#### 7. 7. Performance security

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

#### 8. Inspections, tests and analyses

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- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

#### 9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall

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take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

#### 10. Delivery and documents

10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

#### 11. Insurance

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

## 12. Transportation

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

#### 13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services. if any:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

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- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and.
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

#### 17. Prices

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

#### 18. Variation orders

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Assignment

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

#### 20. Subcontracts

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

## 21. Delays in the supplier's delivery and/or performance

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- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser.
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

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section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### 24. Antidumping and countervailing duties and rights

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

#### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for insolvency

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

#### 27. Settlement of Disputes

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- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

#### 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage does not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

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

#### 30. Applicable law

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

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#### 31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

#### 32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

#### 33. Transfer of contracts

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

#### 34. Amendment of contracts

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## 35. Prohibition of restrictive practices

35.1. 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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#### **SPECIAL CONDITIONS OF CONTRACT**

Termination by Employer and Appointment of a completion Service Provider (Contractor)

In an event where the successful Service Provider (Contractor) has failed to execute the contract as per the conditions of the contract, thus resulting in termination of the contract as per *Clauses 9.2.1.1, 9.2.1.2, 9.2.1.3 (1)(2)(3)(4)(5)(6)(7)(8),* of the **General Conditions of Contract 2015, Third Edition.** Then, the Employer (MAKHADO MUNICIPALITY) reserves the right to appoint the second highest scoring bidder in the same tender for completion of the contract.

Any incurred losses and damages will be claimed against the terminated Service Provider(Contractor).

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

T2.2.16:

3.1

Employer

Witness 1

## **MBD 4: DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state□.

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.

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

Full Name of bidder or his or her representative:

	•				
3.2 Identity Number:					
3.3 Position occupied in the Comp	any (director, trustee, harehol	lder²):			
3.4 Company Registration Num	ber:				
3.5 Tax Reference Number:					
3.6 VAT Registration Number:					
3.7 The names of all directors / tru state employee numbers must be		s, their individual identity numbers and w.			
3.8 Are you presently in the servi	ice of the state? [TICK APPLICAB	BLE BOX] YES / NO			
3.8.1 If yes, furnish particulars					
¹MSCM Regulations: "in the service of the state" means to be –  (a) a member of –  (i) any municipal council.  (ii) any provincial legislature; or  (iii) the national Assembly or the national Council of provinces.					
(b) a member of the board of direct municipal entity.	ctors of any municipal entity; (	(c) an official of any municipality or			
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Witness 2

Contractor

Witness 1

Witness 2



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- (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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

	•	
3.9 Have you been in the service of the state for the past twelve months?	[TICK APPLICABLE BOX]	☐ YES / ☐ NO
3.9.1 If yes, furnish particulars		
3.10 Do you have any relationship (family, friend, other) service of the state and who may be involved with the evaluation and or adjudication of this bid?	•	□ VES / □ NO
the evaluation and or adjudication of this bid?	[TICK APPLICABLE BOX]	☐ TES/☐NO
3.10.1 If yes, furnish particulars		
3.11 Are you, aware of any relationship (family, friend,		ther bidder and any
persons in the service of the state who may be involved with evaluation and or adjudication of this bid?	t <b>h the</b> [TICK APPLICABLE BOX]	□YES/□NO
evaluation and or adjudication of this sid:	[TIONALL BOX]	
3.11.1 If yes, furnish particulars		
3.12 Are any of the company's directors, trustees, manage	rs. principle sharehold	ers
	[TICK APPLICABLE BOX]	
3.12.1 If yes, furnish particulars		
5.12.1 ii y65, 1411ii5ii particulai5		••
3.13 Are any spouse, child or parent of the company's dire	ectors	
trustees, managers, principle shareholders or stakeholders	3	
in service of the state?	[TICK APPLICABLE BOX]	☐ YES /☐ NO
3.13.1 If yes, furnish particulars		
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## UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

8.14 Do you or any of the dire his company have any interest or not they are bidding for this 8.14.1 If yes, furnish particulars	contract.	anies or business wh [TICK APPLICABLE BOX	ether
	/ trustees / members / shar		••••
Full Name	Identity Number	Personal Referenc e Tax Number	State Employe e Number
Signature		Date	
Capacity		Name of Bidder	
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

٦	<b>[7</b> ]	2	1	7	•
				•	_

MBD 5

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

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

	ollowing questionnaire:	ed KTO million (all applicable taxes included), bidders must complete
1 1.1		epare annual financial statements for auditing?  [TICK APPLICABLE BOX] *YES / NO al financial statements for the past three years or since the date of during the past three years.
2		Indisputed commitments for municipal services towards any municipality any other service provider in respect of which payment is overdue for
		[TICK APPLICABLE BOX]
2.1 2.2		ne bidder has no undisputed commitments for municipal services towards three months or other service provider in respect of which payment is .
3	particulars of any material no	ded to you by an organ of state during the past five years, including n-compliance or dispute concerning the execution of such contract?  *YES
3.1	NO If yes, furnish particulars	//DEE DOX]
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	Employer Witness 1	Witness 2 Contractor Witness 1 Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

4.	Will any portion of goods or ser payment from the municipality /		is expected to be		the Republic?
4.1	If yes, furnish particulars		[176A	7.1. 7 E10/1BEE BOX.]	,
		CERTIF	CATION		
I, THE	UNDERSIGNED (FULL NAME) .				
	IFY THAT THE INFORMATION F AND CORRECT.	URNISHED ON	THIS DECLARAT	ION FORM IS	
	EPT THAT, IN ADDITION TO CA BE TAKEN AGAINST ME SHOUL				
 Nam	ne/s and Surname of Bidder			Signature	
Pos	ition in the Firm/Company			Date	
	ΓΕΝDER Γ2: Returnable Documents	7:	3	Returnab	T2.2 le Schedul
Fr	mployer Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

T2.2.18:

**MBD 6.1** 

**PREFERENCE** 

# POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

## 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - 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).

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## 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system..
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

## 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process

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or any other method envisaged in legislation;

- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes:
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. **POINTS AWARDED FOR PRICE**

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80 \left(1 - rac{Pt - P\,min}{P\,min}
ight)$$
 Or  $Ps = 90 \left(1 - rac{Pt - P\,min}{P\,min}
ight)$ 

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender





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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

- 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT
- 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + rac{Pt - Pmax}{Pmax}
ight)$$
 or  $Ps =$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10

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and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	05	N/A		N/A
Woman Ownership (attach CSD detail report or Certified ID copy)	03	N/A		N/A
Disability (Attach Disability letter from a Doctor)	02	N/A		N/A

## **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name o	of company/firm							
4.4.	Compa	Company registration number:							
4.5.	TYPE OF COMPANY/ FIRM								
THE TENDER Part T2: Returnable Documents		7	8	Returnab	T2.2 le Schedules				
Emplo <sup>1</sup>	yer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2			



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Partnership/Joint Venture / Consortium One-person business/sole propriety

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

        Tic	Publi Perso (Pty) Non- State	e corporation ic Company onal Liability Company Limited Profit Company e Owned Company CABLE BOX	
the	points o	rsigned, who is duly authorised to do so on behalf of the company/firm, certained, based on the specific goals as advised in the tender, qualifies the corpreference(s) shown and I acknowledge that:	•
i)	The inf	formation furnished is true and correct;	
ii)		eference points claimed are in accordance with the General Conditions as in agraph 1 of this form;	dicated
iii)	paragra	event of a contract being awarded as a result of points claimed as sheaphs 1.4 and 4.2, the contractor may be required to furnish documentary patisfaction of the organ of state that the claims are correct;	
iv)	condition	specific goals have been claimed or obtained on a fraudulent basis or any ons of contract have not been fulfilled, the organ of state may, in addition emedy 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)	recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram partem</i> (hear the other side) rule has been applied; and	
	(e)	forward the matter for criminal prosecution, if deemed necessary.	
THE TENDER Part T2: Retur	nable Do	79 ocuments Returnable Scho	T2.2 edules



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

THE TENDER Part T2: Returnable	Documents	80			T2.2 Returnable Schedules		
Employer	Witness 1	Witness 2		Contractor	Witness 1		Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

CONTRACT FORM - RENDERII	NG OF SERVICES
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MDB 7.2

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE

PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

		PART 1	(TO BE FILLED	IN BY THE	SERVICE PRO	OVIDER)	
I hereby	undertake						me of the institution) with the requirements
		directives	/ propo	osals at t	specifications he price/s quo	stipulate oted. My offer/s re	
Bidding of Invitation	documents, n to bid;	nents shall be deer	med to form and b	oe read and o	construed as p	part of this agreer	ment:
Pricing s Filled in t Preferen	chedule(s); task directiv ce claims fo	r Broad Based Bla	ck Economic Emp	powerment S	itatus Level of	Contribution in te	erms of the Preferential
Declarat Declarat Certificat	ion of intere ion of bidde te of Indepe	r's past SCM prac ndent Bid Determi					
General Other (sp	pecify	of Contract; and	s to the correctne	ss and validi	ty of my hid: th	nat the price(s) a	nd rate(s) quoted cover
all the se any mist I accept	ervices spec akes regard full respons	cified in the bidding ling price(s) and ra	g documents; that ste(s) and calculate er execution and	the price(s) tions will be fulfilment of	and rate(s) co at my own risk all obligations	over all my obliga k.	ations and I accept that
THE TE Part T2		le Documents		81		Returr	T2.2 nable Schedules
Emi	olover	Witness 1	Witness 2		Contractor	Witness 1	Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)	
INAME (I IXIIVI)	 WITNESSES
CAPACITY	 1
SIGNATURE	 2
NAME OF FIRM	 DATE:
DATE	

THE TENDER Part T2: Returnable	e Documents		82	T2.2 Returnable Schedules		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	

Witness 2 Employer Witness 1 Contractor



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

MBD	7.2

#### CONTRACT FORM - RENDERING OF SERVICES

		TOTAL RENDER																									
	PART 2 (TO BE FILLED IN BY THE PURCHASER)																										
accept your bid under	r reference number her specified in the annex	dated					d																				
	ating service delivery instropy payment for the services receipt of an invoice.			e terms	and conditions of	of the contract, with	nin																				
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	% OF BLACK OWNERSHIP																						LOCAL PROD	RESHOLD FOR DUCTION AND If applicable)	
SIGNED AT	t I am duly authorized to s		1 2		SES																						
THE TENDER Part T2: Returnable	e Documents	83			Returnal	T2.2 ble Schedules																					
Employer	Witness 1	Vitness 2	Contracto	or	Witness 1	Witness 2																					



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system.
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

THE TENDER Part T2: Returnable		84			T2.2 Returnable Schedules			
Employer	Witness 1	Witness 2		Contractor		Witness 1	Witness 2	-



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

THE TENDER Part T2: Returnable Documents		8	35	T2.2 Returnable Schedules			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## **CERTIFICATION**

I, THE UNDER THAT THE INF ACCEPT THA AGAINST ME	FORI T, IN	MATION FURN ADDITION TO	NISE O CA	IED ON THIS I NCELLATION	DEC I OF	LARATION A CONTRA	FORI	M	IS TRUE ANI	CC CC	ORRECT. I
Name/s an	d su	rname of Bidde	 er					S	ignature		
Position	In t	he Firm/Compa					I	 Da	te		
THE TENDER Part T2: Retur	nable	e Documents			86				Returr	able	T2.2 Schedules



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

#### MBD9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

THE TENDER Part T2: Returnable Documents		87			T2.2 Returnable Schedules			
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

I, the undersigned, in submitting the a	accompanying bid:					
	(Bid Number and	d Description)				
in response to the invitation for the bi	id made by:					
(N	lame of Municipality	/ / Municipal Enti	ty)			
do hereby make the following statem	ents that I certify to	be true and cor	nplete i	n every re	spec	xt:
I certify, on behalf of:					th	at:
	(Name of	Bidder)				
THE TENDER Part T2: Returnable Documents	88	3		Return	able	T2.2 Schedules

Witness 1

Employer

Witness 2

Contractor

Witness 1

Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

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

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				_							
Employer	Witness 1	Witness 2		Contractor		Witness 1		Witness 2			



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

property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Signature

Date

Position

Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise,

THE TENDER Part T2: Returnable Documents			90		Retu	urnable	T2.2 e Schedules
Employer	Witness 1	Witness 2		Contractor	Witness 1		Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

SECTION 38: DECLARATION FORM	

## T2.2.22:

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE  $\underline{\text{YES}}$ . ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS  $\underline{\text{NO}}$ .

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not		
	listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does		
	not owe rates and taxes or Municipal service charges to any Municipality		
	that is in any arrears for more than three (3) months. Copies of the latest		
	Municipal service charges statement of the Bidder and the Directors must		
	be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has		
	not failed to perform satisfactorily on a previous/previous contract/s with the		
	Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not		
	been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has		
	not been listed in the Register Of Tender Defaulters in terms of Section 29		
	of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of		
	2004)		

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Employer	Vitness 1	Witness 2		Contractor		Witness 1		Witness 2		



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SIGNAT	TURE OF BIDDER			DA	ATE
	AME AND SURNA		N BLOCK LETTER	 S	
COMPA	NY NAME:				
PHYSIC	CAL ADDRESS:				
TELEPI	HONE NUMBER:				
EMAIL	ADDRESS:				
WITNE	ESS 1:		WITNESS 2:		
THE TENDER Part T2: Return	able Documents		92	Returnal	T2.2 ble Schedules
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## THE CONTRACT PART C1 : AGREEMENTS AND CONTRACT DATA

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

THE CONTRACT Part C1: Agreeme	nt and Contract Da	93 <b>ata</b>	1		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### C1.1 Form of Offer and Acceptance

Witness 1

Employer

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

### 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 Name Capacity for the tenderer (Name and address of organization) THE CONTRACT 94 C1.1 Part C1: Agreement and Contract Data Form of Offer and Acceptance

Contractor

Witness 1

Witness 2

Witness 2



BID NO: 70 OF 2023

UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1
Name and signature of witness
Acceptance
By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract, are contained in:
Part C1: Agreements and contract data, (which includes this agreement) Part C2: Pricing data Part C3: Scope of work. Part C4: Site information
and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to above.
Deviations from and amendments to the documents listed in the tender data and any addenda thereto a 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.
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 deviation (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifie 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.
THE CONTRACT 95 C1.1 Part C1: Agreement and Contract Data Form of Offer and Acceptance



**BID NO: 70 OF 2023** 

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1** Signature Name Capacity for the MAKHADO MUNICIPALITY **Employer** 83 KROGH STREET **MAKHADO** 0920 Name and signature of witness 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; A Tenderer's covering letter shall not be included in the final contract document. Should any matter 2. 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. Details ..... THE CONTRACT 96 Part C1: Agreement and Contract Data Form of Offer and Acceptance

Witness 1

Employer

Witness 2

Contractor

Witness 1

Witness 2



BID NO: 70 OF 2023

UPGRADIN	G OF ROAD	TSIANDA MAF	RUNDU TO	MILITARY BASE	-PHASE 1
2 Subject					
Details					
3 Subject					
Details					
4 Subject					
Details					
5 Subject					
Details					
and accept the documents liste confirmation, cla	foregoing sched d in the tender da	lule of deviations ata and addenda t nges to the terms	as the only d hereto as listed	the employer and the eviations from and a d in the tender schedo greed by the tendered	mendments to the ules, as well as any
period between	the issue of the teement shall have	tender documents	and the receip	ral communication or ot by the tenderer of a contract between the p	a completed signed
for the tendere	r				
THE CONTRACT Part C1: Agreem	ent and Contract	Data	97	Form of Offer a	C1.1 and Acceptance
Employer	Witness 1	Witness 2	Contra	actor Witness 1	Witness 2



BID NO: 70 OF 2023

Signature Name Capacity (Name and address of organization)					
Name and signature of witness					
for the Emplo	oyer				
Signature Name Capacity MAKHADO M CIVIC CENTE 83 KROGH S MAKHADO	IUNICIPALITY ER		Date		
Name and signature of witness			Dat	e	
THE CONTRAC	CT ement and Contract D	98 <b>Pata</b>	F-	orm of Offer and A	C1.1 Acceptance
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

#### C1.2 Contract Data

#### **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GC 2015, available from

South African Institution of Civil Engineering

Private Bag X200

Halfway House, 1685

South Africa

Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following:
	The "Commencement Date" means the date on which the Contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days (12 calendar months)
1.1.1.14	Add the following to the end of this definition:
	This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.
	The time for achieving practical completion is 14 Calendar Months – including 1 calendar month for application of work permit in terms of Construction Regulations of 2014

Part C1: Agreeme	nt and Contract I		99	(	C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause	Contract Data		
1.1.1.15	The Employer is MAKHADO MUNICIPALITY.		
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the Employer to fulfil the functions of the Engineer in terms of the Conditions of Contract.		
1.1.1.26	The pricing strategy is Re-measurement Contract.		
1.2.1	Add the following to the clause:		
	1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.		
	1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.		
	1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.		
1.2.1.2	The address of the Employer is:		
	MAKHADO MUNICIPALITY 83 Krogh Street Makhado 0920		
	Tel: +27 (15 ) 519 3000 Fax:		
1.3.6	Add the following new Clause:		
	The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.		
3.1.3	The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:		
	3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause		

THE CONTRACT Part C1: Agreeme	ent and Contract Da		00	C	C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause		Contract Data
		5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.
	3.1.3.2	The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.
	3.1.3.3	The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Add the fo	llowing to the clause:
		actor shall provide the following to the Engineer for retention by the Employer or ee in respect of all works designed by the Contractor:
	4.1.2.1	a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.
	4.1.2.2	proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).
	4.1.2.3	design calculations should the Engineer request a copy thereof.
	4.1.2.4	engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.
	4.1.2.5	"As-Built" drawings in DXF electronic format after completion of the Works.
	The Contra	actor shall be responsible for the design of the Temporary Works.
4.3.3	Add the fo	llowing new clause:
	prepared b	ractor shall comply with the Occupational Health and Safety Specification by the Employer in terms of the Construction Regulations, 2014 promulgated in ection 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).
	before cor	niting the Contractor's obligations in terms of the Contract, the Contractor shall mmencement of the Works or any part thereof, be in the possession of an Health and Safety Plan.
		actor shall submit an approved Health and Safety Plan to the Engineer within 14 the date that the Agreement made in terms of the Form of Offer and Acceptance of effect.

	terms of Section	43 of the Occupation	al Health and Safety	Act (Act No. 85 of	1993).	
	Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.  The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.					
IE CONTRACT rt C1: Agreeme	nt and Contract Da	10 ata	01	C	C1.2 Contact Data	



BID NO: 70 OF 2023

Clause	Contract Data
4.3.4	Add the following new clause:
	Contractor's liability as mandatory
	Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.5	Add the following new clause:
	Contractor to notify Employer
	The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	Add the following new clause:
	Contractor's Designer
	The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.7	Add the following new clause:
	The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
4.10.3	Add the following new clause:
	The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following:
IE CONTRACT	102 C1.:

	-				
5.3.1	Add the following:				
THE CONTRACT Part C1: Agreemen	nt and Contract Dat		02	(	C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause	Contract Data
	The documentation required before commencement with Works Execution are:
	<ul> <li>Health and Safety Plan (Refer to Clause 4.3)</li> <li>Initial Programme (Refer to Clause 5.6)</li> <li>A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>Security (Refer to Clause 6.2)</li> <li>Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	Add the following:  The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	Add the following to the clause:
	In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.7.1	Delete the last paragraph of the clause and replace with the following:
	No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays.
	Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 10 January).
5.12.3	Delete the contents of the clause and insert the following:
	If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General

THE CONTRACT Part C1: Agreement and Contract Data			03	C	C1.2 Contact Data		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



BID NO: 70 OF 2023

Clause			Contract Data		
	Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.				
5.12.5	Add the follo	wing ne	ew clause:		
	Extension of	of time	due to Abnormal Rainfall		
			r completion of the Contract shall be allowed in the event of accordance with the following formula:		
	V	=	$(N_w - N_n) + (R_w - R_n)/20$		
	Where:				
	V	=	Extension of time in calendar days for the calendar month under consideration		
	Nw	=	Actual number of days during the calendar month under		
			consideration on which a rainfall of 10mm and more is recorded		
	R <sub>w</sub>	=	Actual total rainfall in mm recorded during the calendar month under consideration		
	Nn	=	Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant		
			calendar month as per the data tabulated hereinafter		
	Rn	=	Average total rainfall in mm for the relevant calendar month,		
			derived from rainfall records, as tabulated hereinafter		
	calendar momenth, and be taken as the algebrai	onth, proshed should being of contract the contract of the con	n of time due to abnormal rainfall has to be calculated for portion of a o rata values shall be used. Should V be negative for any particular its absolute value exceed the corresponding value of $N_{\text{n}}$ , then V shall equal to minus $N_{\text{n}}$ . The total extension of time to be granted shall be of all the monthly extensions, provided that if this total is negative then tion shall not be reduced due to subnormal rainfall.		
	provide and Contractor s keys at eac	install a shall als h meas	the period of construction shall be taken on Site. The Contractor shall all the necessary equipment for accurately measuring the rainfall. The to provide, erect and maintain a security fence plus gate, padlock and uring station, all at his own cost. The Engineer or his Representative of the daily rainfall readings. The Contractor shall be permitted to attend		

	contractor shall all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend				
THE CONTRACT Part C1: Agreeme	nt and Contract Da	104 <b>ta</b>	1	С	C1.2 contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause			Contract Data				
		lings, in the company gauge(s) shall at all tin			access to the		
		The rainfall records applicable to this Contract are those recorded at Weather Station Thohoyandou ARG 0511/5234. The following values of $N_n$ and $R_n$ shall apply:					
		Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)			
		January	130,1	4			
		February	94,2	3			
		March	75,1	2			
		April	60,3	2			
		May	9,8	0			
		June	5,9	0			
		July	1,6	0			
		August	7,2	0			
		September	18,8	0			
		October	57,5	2			
		November	89,4	3			
		December	105,8	3			
		TOTAL	655,7	19			
		stment to the total for time-related preliminary and general items will be applicable automatic extension of time for completion granted in terms of this clause.					
5.13.	Delete the o	contents of the clause a	and insert the follow	ving:			
	5.13.1	If the Contractor fails any specific portion to extent which entitles of Practical Completion Employer for the sum shall elapse between portion of the Works a or of the specific portion.	thereof that is ider him in terms of Cla for the Works, ther (s) stated below as the Due Completion and the actual Date	ntified in the Scope use 5.14.2 to receive the Contractor shates (a) penalty(ies) for on Date for the Wor	of Works to the ye a Certificate of all be liable to the every day which ks or the specific		
		The penalty for delay	shall be: R4 500-0	0 per calendar day.			
	5.13.2	If before the issue of a Works, or for any sp Works, any further pa	ecific portion there	of that is identified			
HE CONTRACT			105		C1 :		

Part C1: Agreemer	nt and Contract I	Data	105		Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**BID NO: 70 OF 2023** 

Clause		Contract Data			
	5.13.2.1	.1 certified as complete in terms of a Certificate of Practical Completion; or			
	5.13.2.2	occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);			
		then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.			
	5.13.3	The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.			
	5.13.4	All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.			
	5.13.5	The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.			
5.13.6	Add the fo	llowing new Clause:			
	any portion	If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:			
	inte	fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or			
		<ul> <li>utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> </ul>			
	<ul> <li>utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract.</li> </ul>				
	then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.				
	The penals	ty for non-compliance is: 15% of the value of Works specified.			
		ition of penalties in terms of this clause shall not relieve the Contractor from his to complete the Works, nor from any of his obligations and liabilities under the			

THE CONTRACT Part C1: Agreemer	nt and Contract Dat		106	(	C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause	Contract Data
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	Add the following to the clause:
	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
6.2.1	Add the following to this Clause:
	The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.
	This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will NOT be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The Limit of Retention Money of 10% value of the Contract Price. Retention Money Guarantee is not applicable.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following:
	Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet

	the Contractor sh moneys due to h	iter the date of final apall all deliver to the Engin im for additional work save in respect of ma	eer a final statemer ordered by the En	nt claiming final stangineer after the C	tement of all certificate of
THE CONTRACT Part C1: Agreeme	nt and Contract Da	107 i <b>ta</b>	7	(	C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

Clause	Contract Data
	resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

CONTRACT PRICE ADJUSTMENT SCHEDULE							
Clause	Contract Data						
1.1	The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;						
	X=0,10 a=0.15 b=0.20 c=0.55 d=0.1						
1.2	Replace the definitions of the relevant indices with the following:						
	"L" is the "Labour Index" and shall be the "Consumer Price Index" as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Polokwane of Statistics South Africa.						
	"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.						
	"M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.						
	"F" is the "Fuel Index" and shall be the "Diesel fuel – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.						
1.3	The base month shall be the month prior to the closing date of this tender.						

THE CONTRACT Part C1: Agreement and Contract Data		Data	108		C1.2 Contact Data		
Employer	Witness 1	Witness 2	(	Contractor	Witness 1	Witness 2	



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Part 2: Data provided by the Contractor

Clause	Contract Data					
1.1.1.9	The name of the Contractor is:					
1.2.1.2	The address of the Contractor is:					
6.2.1	The security to be provided by the Contractor shall be one of the following:					
	Type of Security	Contractor's choic Indicate "Yes" "No"				
	Performance guarantee of 10 % of the Contract Sum (Incl. VAT).					
	Retention of 10% of the value of the Works (Incl. VAT).					
Expanded Public Works Programm e	Payment for works identified in the Scope of Works as being labour-intensive in accordance with the provisions of the Contract if the works are contracted with the provisions of the Scope of Work. Any payment for strelieve the Contractor in any way from his obligations either in contract or in	onstructed strictly in such works shall not				
	HE CONTRACT 109 C1.2 art C1: Agreement and Contract Data Contact Data					

Programm e	relieve the Contractor	in any way from his ob	oligations either in c	ontract or in delict	
THE CONTRA Part C1: Agre	CT ement and Contract Da	109 ata	9	С	C1.2 ontact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers

#### **END OF SECTION**

THE CONTRACT Part C1: Agreemer	nt and Contract Da	11 ata	0		C1.2 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### C1.3. Pro forma Performance guarantee

Witness 1

Employer

Contract No BID NO: 70 OF 2023

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

## **GUARANTOR DETAILS AND DEFINITIONS** "Guarantor" means: Physical address: "Employer" means: "Contractor" means: "Engineer" means: "Works" means: "Site" means: The agreement made in terms of the Form of Offer and Acceptance and "Contract" means: such amendments or additions to the Contract as may be agreed in writing between the parties. "Contract Sum" means: The accepted amount inclusive of tax of R Amount in Words ..... "Guaranteed Sum" means: The maximum aggregate amount of Amount in Words "Expiry Date" means: **CONTRACT DETAILS** Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract. THE CONTRACT C1.3 111 Part C1: Agreement and Contract Data **Contact Data**

Witness 2

Witness 1

Contractor

Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

#### PERFORMANCE GUARANTEE

- 1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
- 2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3. The Guarantor hereby acknowledges that:
- any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5: or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
- 7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank

THE CONTRACT Part C1: Agreeme	nt and Contract D		112	c	C1.3 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

- compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
- 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at

Olgrica at					
Date					
Guarantor's signato	ry (1)				
Capacity		•••••			
Guarantor's signato	ry (2)				
Capacity					
Witness signatory (	1)				
Witness signatory (2	2)				
THE CONTRACT			113		C1.3
Part C1: Agreemen	t and Contract Da	ta	110	C	ontact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**BID NO: 70 OF 2023** 

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## CONTRACT **PART C2: PRICING DATA**

C2.1 Pricing InstructionsC2.2 Bill of Quantities

THE CONTRACT Part C3: Scope of Work



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BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### **C2.1 Pricing Instructions**

- Measurement and payment shall be in accordance with the relevant provisions of COLTO 1998 1. Edition for Road and Bridgework for State Road Authorities referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COLTO 1200, General Requirements and Provisions.
- The units of measurement described in the Bills of Quantities are metric units. Abbreviations used 2. in these Bills of Quantities are as follows:

% percent = h hour = hectare ha = kilogram kg kilolitre kΙ km kilometre km-pass kilometre-pass kPa kilopascal kW kilowatt litre ı m metre millimetre mm square metre m<sup>2</sup> square metre-pass m²-pass cubic metre  $m^3$ 

m³-km cubic metre-kilometre

meganewton MN MN.m = meganewton-metre MPa megapascal

number No. Prov sum

Provisional sum Prime Cost sum PC sum =

R/only Rate only sum lump sum ton (1000 kg) W/day Work day = Pers. Days person days

THE CONTRACT

- 3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described

THE CONTRACT Part C3: Scope of	Work	1	15		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

- It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to <a href="www.stanza.org.za">www.iso.org</a> for information on standards)
- 6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
  - 10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
  - 11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the **COLTO** Standardised Specifications.
  - 12. All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
  - 13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Part C3: Scope of			116		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**BID NO: 70 OF 2023** 

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- 14. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- 15. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

THE CONTRACT Part C3: Scope of Work			11	7				

Contractor

Witness 1

Witness 2

Witness 2

Employer

Witness 1



BID NO: 70 OF 2023

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

BILL OF QUANTITIES

THE CONTRACT 118 Part C3: Scope of Work							
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		

#### SUMMARY OF BILL OF QUANTITIES



#### MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023 CONSTRUCTION OF ROADS TSIANDA(MARUNDU)



#### TENDER BOQ

SCHEDULE A : ROA	DWORKS	TENDER AMOUNT
1200	General requirements and provisions	R -
1300	Contractor's establishment on site and general obligation	R -
1400	Housing, Office and laboratory for the engineer's site personnel	R -
1500	Accommodation of traffic	R -
1700	Clearing and Grabbing	R -
1800	Dayworks	R -
2100	Drains	R -
2200	Prefabricated Culverts	R -
2300	Concrete Kerbing, Concrete Channeling, Chutes and Down Pipes, and Concrete Linings for Open Drains	R -
3300	Mass Earthworks	R -
3400	Pavement Layers of gravel material	R -
3500	Stabilization	R -
3800	Breaking Up Existing Pavement Layers	R -
5200	Gabion	R -
5400	Guardrails	R -
5600	Road signs	R -
5700	Road Markings	R -
5900	Finishing the road and road reserve and treating old roads	R -
6100	Foundation For Structures	R -
6200	Falsework, Formwork and Concrete Finish	R -
7300	Concrete block paving for roads	R -
8100	Testing materials and workmanship	R -
TOTAL CONSTRUCT	ION	R -
5% CONTIGENCIE	es	R -
CPA ( 5 %)		R -
SUB-TOTAL A		R -
CUR TOTAL O		
SUB-TOTAL C		R -
15% VAT		R -
TENDER AMOUNT	CARRIED TO FORM OF OFFER	R -

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISION				
12/C12.01	Project liaison				
	(a) Project Liaison officer	Prov Sum	1,0	84 000,00	84 000,00
	(c) Contractor's charges to allow for handling cost and profit in respect of 12/C12.01(a) and (b)	%	84 000,0		
12/D07.01	Training				
	(a) Civil engineering technician/engineer trainee	Prov Sum	1	84 000,00	84 000,00
	(b) Technical skills	Prov Sum	1,0	55 000,00	55 000,00
	(c) Training venue	Prov Sum	1,0	5 000,00	5 000,00
	(d) Remuneration of workers undergoing technical skills training	Prov Sum	1	50 000,00	50 000,00
	(e) Contractor's handling costs, profit and all other charges in respect of Sub items D 07.01(a) and (b)	%	194 000,0		
12/E9.01	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations and DMA act 2002	L Sum	14,0		
12/E9.02	Contractor's time related obligations in respect of the Occupational Health and Safety Act Construction Regulations (2014) and Disaster Management Act of 2002 as amended for administrative Controls for SARS (COVID 19) Virus	Month	14,0		
12/E9.03	Submission of the Health and Safety File	L Sum	1,0		
12/H11.04	Contractor's time related obligations in respect of Environmental management plans and specifications	Month	14,0		
B12.01	Construction Nameboard	No	2,0		
B12.02	Provision for compensation to land owners				
	(a) Provisional sum for royalities of borrow pit material     (b) Provisional sum for Investigations     (c) Handling cost and profit in respect of subitem B12.02 (a)	Prov Sum Prov Sum %	1,0 1,0 580 000,0	60 000,00 520 000,00	60 000,00 520 000,00
B12.03	Services:				
	(a) Locating and relocation of existing services and (Eskom,Telkom, existing water services, etc)	Prov Sum	1,0	1 500 000,00	1 500 000,00
B12.04	Relocation of fences	Prov Sum	1,0	2 500 000,00	2 500 000,00
B12.05	Contractor's handling costs, profit and all other charges	%	4 000 000,0		
1200	TOTAL CARRIED TO SUMMARY				

## MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	CONTI	RACTOR'S ESTABLISHMENT ON SITE SENERAL OBLIGATIONS				
B13,01	The Co	ontractor's general obligations:				
	(a)	Fixed obligations	L/Sum	1,0		
	(b)	Value-related obligations	L/Sum	1,0		
	(c)	Time-related obligations	Month	14,0		
	NB:	The combined total ESTIMATED amount for sub items (a), (b) and c, should NOT exceed 15% of ESTIMATED amount				
1300	TOTAL	L CARRIED TO SUMMARY				

## MAKHADO LOCAL MUNICIPALITY

**CONTRACT NO: 70 OF 2023** 

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1400	HOUSIN, OFFICE AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
14,01	Offices and laboratory accommodation				
	(a) Offices (interior floor space only)				
	(i) Type 1 (6m x 3,5,)	m²	21		
	(ii) Type 2 (4m x 3,5)	m²	14,0		
	(ii) Ablution Units (Flushing)	m²	10,0		
14,02	Offices and laboratory funiture				
	(a) Chairs	No	18,0		
	(d) Desks, complete with drawers and locks	No	4,0		
	(f) Conference tables	No	1,0		
B14.03	Offices and laboratory fittings Installations and equipment.				
	(a) Items measured by number				
	(i) 220/250 volt power points	No	4		
	(iii) Double 80 watt flourescent light fittings complete with ballast and tubes	No	4		
	(v) Single incandescent light fittings complete with 100 watt	No	4		
	(vi) Hand wash basins complete with taps and drains globes	No	2		
	(iv) Double 55 watt fluorescent light fittings complete with ballast and tubes	No	3		
	(x) Fire extinquishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No	2		
	(xiv) General-purpose steel cupboards with shelves	No	1		
1400	TOTAL CARRIED FOWARD				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	(b) Prime-cost items and items paid for in a lump sum:  (ix) Cell phones costs, including pro-rata rentals, for calls in connection with contract administration	PC Sum	1	20 000,00	20 000,00
	(x) Handling costs and profit in respect of subitem B14.03 (b)(ix)above	%	20 000,0		
14,04	Car ports  (a) Car ports, as specified,at offices and laboratory buildings	No	4		
14,08	Services				
	(a) Services at office and laboratories				
	(i) Fixed costs (ii) Running costs	L/sum month	1 14		
14,10	Provision of photostat facilities	month	14		
1400	TOTAL CARRIED TO SUMMARY	l	<u> </u>		

#### MAKHADO LOCAL MUNICIPALITY

**CONTRACT NO: 70 OF 2023** 

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1500		ACCOMMODATION OF TRAFFIC				
B15.01		Accommodating traffic and maintaining temporary deviations  Temporary traffic-control facilities	km	8,9		
	LI	(a) Flagmen	man-days	2 016,0		
		(b) Portable STOP and GO-RY signs	no	7,0		
		(e) Road signs, R- and TR-series, (1200mm diameter)	No	20,0		
		(f) Road signs, TW-series, (1500mm)	No	20,0		
		(g) Road signs, STW-, DTG-, TGS- AND TG-series excluding delineators and barricades)	No	30,0		
		(h) Delineators (DTG50(j) (200mm x 800mm)				
		(1) Single	No	200,0		
		(2) Mounted back to back	No	200,0		
		(i) Moveable barricade/road sign combination (1970mm x 3000mm)	No	7,0		
		(j) Traffic cones (750mm)	No	50,0		
15,04		Relocation of traffic-control facilities	No	6,0		
15,06		Watering of temporary deviations	kl	10 584,0		
B15.15		Provision of safety equipment to be used by the Engineer				
		(a) Safety Jackets	No	4,0		
1500		TOTAL CARRIED FORWARD				

CONSTRUCTION OF ROADS TSIANDA(MARUNDU)								
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT			
1	PROJECT FORWARD	<u> </u>						
TOTAL BROUGHT FORWARD  Page 17   Deposit to be deducted for non-compliance with								
B15.17	Penalty to be deducted for non-compliance with requirements for accommodation of traffic							
	(a) Fixed penalty per occurrence	No		-2 000,00				
	(b) Time-related penalty	hr		-1 000,00				
15/16.02	Overhaul on material hauled in excess of 1,0km	m³-km	20 034,0					
15.02	Cut and borrow to fill, including free-haul up to 1km							
	(b) Gravel material in compacted layer thickness of 200mm and less	m³	6 678,0					
1500	TOTAL CARRIED FORWARD TO SUMMARY							
.000	TOTAL STATES I STATES TO SOMBLANT							

## MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700		CLEARING AND GRUBBING				
17,01		Clearing and grubbing	ha	13,4		
17,02		Removal and grubbing of large trees and stumps				
	LI	(a) Girth exceeding 1 m up to and including 2 m	No	12,0		
	LI	(b) Girth exceeding 2 m up to and including 3 m	No	12,0		
17,04	LI	Clearing and grubbing at inlets and outlets of hydraulic structures	m²	35,0		
17,05		Clearing out of hydraulic structures:				
	LI	(a) Pipes with an internal diameter up to and including 750 mm	m³	50,0		
	LI	(b) Pipes with an internal diameter exceeding 750 750 mm	m³	20,0		
	LI	(c) Box culverts up to and including 1,5 m vertical dimension	m³	20,0		
	LI	(d) Box culverts exceeding 1,5 m vertical dimension	m³	20,0		
1700		TOTAL CARRIED TO SUMMARY				

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023 CONSTRUCTION OF ROADS TSIANDA(MARUNDU)

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B1800		DAYWORKS				
B18.01		Personnel during normal working hours				
	LI	(a) Unskilled labour	hour	32,00		
	LI	(b) Semi-skilled labour	hour	32,00		
	LI	(c) Skilled Labour	hour	32,00		
	LI	(d) Foreman - Section Leader	hour	32,00		
	LI	(e) Flagman	hour	32,00		
	LI	(f) Operator	hour	32,00		
B18.02		Personnel outside normal working hours				
		(a) Outside normal working hours and Saturdays:				
	LI	(i) Unskilled labour	hour	18,00		
	LI	(ii) Semi-skilled labour	hour	18,00		
	LI	(iii) Skilled Labour	hour	18,00		
	LI	(iv) Foreman - Section Leader	hour	18,00		
	LI	(v) Flagman	hour	18,00		
	LI	(vi) Operator	hour	18,00		
	LI	(b) Sunday and Public holidays:				
	ככככ	(ii) Unskilled labour (ii) Semi-skilled labour (iii) Skilled Labour (iv) Foreman - Section Leader (v) Flagman (vi) Operator	hour hour hour hour hour	18,00 18,00 18,00 18,00 18,00		
TOTAL	CARR	IED FORWARD				

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWA	RD			
318.03	Plant:				
	(a) Tipper Trucks				
	(i) 6m3 capacity	hour	18,00		
	(ii) 10m3 capacity	hour	18,00		
	(c) TLB	hour	18,00		
	(e) Pneumatic Roller (10 to 25 tons)	hour	18,00		
	(g) Air Compressors and equipment	hour	18,00		
	(k) 20 ton Excavator	hour	18,00		
318.05	Transport:				
	(a) LDV	km	8,00		
	(b) Flatbed truck	km	14,00		
	(c) Semi-trailer and truck	km	22,00		
					+

**CONTRACT NO: 70 OF 2023** 

ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100		DRAINS				
21,01		Excavation for open drains				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1.5m	m³	2 826		
		(ii) exceeding 1.5m to 3.0m	m³	20		
		(b) Extra over subitem 21.01 (a) for excavation in hard material, irrespective of depth	m³	800		
B21,03		Excavation for subsoil drains systems				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1.5m	m³	50		
		(ii) Exceeding 1.5m and up to 3.0m	m³	40		
		(b) Extra over subitem 21.03 (a) for excavation in hard material, irrespective of depth	m³	10		
21,04		Impermeable backfilling to subsoil drainage system	m³	30		
21,04		Banks and dykes	m³	50		
21,06		Natural permeable material in subsoil drainage system (crushed stone)				
		(b) Crushed stone obtained from commercial sources (19,0mm aggregates)	m³	50		
21,06		Natural permeable material in subsoil drainage system (stand)				
	LI	(b) Sand obtained from commercial sources	m³	30		
21,08		Pipes in subsoil drainage systems				
		(b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings				
	LI	(i) 160mm internal dia Perforated slotted	m	300		
2100		TOTAL CARRIED FORWARD				

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM NO		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
21,12	LI	Concrete outlet structures, manhole boxes				
,		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems as in drawing No. AC				
	LI	(b) Manhole boxes	No	5		
	LI	(c) Junction boxes	No	5		
21,13	LI	Concrete caps for subsoil drain pipes	No	5		
21,15		Overhaul for material hauled in excess of 1,0km free hauled (normal overhaul)	m³- km	11 304		
21,17	LI	Test flushing of pipe subsoil drains	No	5		
2100		TOTAL CARRIED TO SUMMARY				

**CONTRACT NO: 70 OF 2023** 

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NO	LI		"""	٠		7
2200		PREFABRICATED CULVERTS				
22,01		Excavation				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1.5m	m³	1 875		
		(ii) exceeding 1.5m to 3.0m	m³	938		
		(b) Extra over subitem 21.01 (a) for excavation in hard material, irrespective of depth	m³	1 250		
22,02		Backfilling				
		(a) Using excavated material	m³	1 313		
		(b) Using Imported material	m³	50		
		(c) Extra over subitem 22.0(a) and 22.02(b) for soil cement backfilling				
		(i) with 2% stabilization (soil soil- crete) cem II 32.5N	m³	3		
22,03		Concrete culvert pipes				
		(b) On class "B" bedding,				
		(i) OG Class 75D - SABS 677 Type SC				
		(1) 450mm dia.	m			Rate Only
	LI	(2) 600mm dia.	m	540		
	LI	(3) 750mm dia.	m	160		
	LI	(4) 900mm dia.	m	470		
		(i) OG Class 100D - SABS 677 Type SC				
	LI LI	(1) 600 mm dia.	m m	45 45		
	LI	(2) 750 mm dia. (3) 900mm dia.	m	35		
22.05		Portal culverts and Rectangular culverts				
		a) Complete with prefabricated floor (i) 3000mm by 1800mm	m	3		
		(ii) 1500mm by 900mm	m	9		
	LI	(iii) 3000mm by 1200mm (iV) 1500mm by 1500mm	m m	6 120		
22.07	"	Cast in situ concrete and formwork	'''	120		
		b) Floor and Top slabs for portal or rectangular				
	LI	culverts, including formwork joints and class U2	m³	130		
2200		finish( 30MPA) TOTAL CARRIED TO FOWARD	111*	130		
2200		TOTAL GARRIED TO TOWARD				

**CONTRACT NO: 70 OF 2023** 

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
B22,12		Removing of existing concrete/ stone pitching.				
		(a) Plain concrete	m³	50		
		(b) reinforced concrete	m³	2		
22,17		Manholes, catchpits, precast inlet and outlet structures complete				
		(a) Manholes				
		(1) Brick manholes for drainage: constructed on all pipes up to 900 mm diameter complete with covers  (i) Up to 1.0m deep	no	5		
		(ii) 1.0m up to 1.5m deep	no	12		
		(iii) 1.5m up to 2.5m	no	15		
		(b) Catchpits constructed to complete	no	8		
22,18		Brick work				
	LI	a) 230mm brickwork	m²	200		
	LI	b) 345mm brick work	m <sup>2</sup>	150		
22,27		Reinstating trenches crossing road:				
	LI	(a) Selected layers	m³	10		
	LI	(b) Subbase	m³	10		
	LI	(c) Base	m³	10		
	LI	(d) Asphalt surfacing (including tack coat)	m²	12		
		(e) kerbs (all types)	m	12		
22/16.01		Overhaul material hauled in an excess of free haul distance of 1,0km (restricted haul overhaul)	m³	1 875		
22/16.02		Overhaul on material hauled in an excess of 1,0km (ordinary overhaul)	m³ - km	200		
22.26	LI	Hand Excavation to determine positions of services	m³	100		
2200		TOTAL CARRIED SUMMARY				

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23,00		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,02		Concrete kerbing-channeling combination				
		(a) Precast kerb to SABS 927 and cast in situ channel (100mm x 100mm concrete class 20/19)				
		(1) Figure 8C kerb				
	LI	(i) Radius 1m to 20m	m	50,00		
	LI	(iii) Straight and to radius not less than 20m	m			
	LI	(b) Fig 3	m	100,00		
	LI	(c) Fig 8c	m	12 614,00		
23,08		Concrete lining for open drains				
		(a) Cast in-situ concrete lining class 30/19 cast in 2.0m alternate sections				
		(1) standard side drain				
	LI	(i) type v1 - v4	m³	380,80		
		b) Class U2 surface finish to cast in-situ concrete(type V1 to V4	m²	0,80		
23,09		Formwork to cast in-situ concrete lining for open drains (class F2 surface finish)				
	LI LI	(a) To sides with formwork on the internal face only     (b) To sides with formwork on both internal and external faces (each face measured)	m² m²	1 040,00 1 040,00		
23.10		Sealed joints in concrete linings of open drains				
	LI	(a) Polysulphide sealants	m	200,00		
23.12		Steel Reinforcement				
	LI	(c) Welded steel fabric	m²	8 500,00		
23.14		Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete-lined drains	m	10,00		
23/73.02	Ц	Cast in situ concrete edge and intermediate beams (concrete class 30/19)	m³	66,78		
B23.16	LI	Removal of kerbs to spoil including haulage	m	5,0		
		l	<u>I</u>	1		

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
33,00	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free-haul up to 10km				
	(a) Gravel material in compacted layer thickness of 150mm and less				
	(i) Compacted to 90% MOD. AASHTO	m³	4 342,0		
333,04	Cut to spoil, including free-haul up to 1km. Material obtained from:				
	(a) Soft Excavation	m³	15 315,4		
	(b) Intermediate Excavation	m³	3 828,9		
	(c) Hard Excavation	m³	1 766,0		
	(d) Boulder Excavation (class A)	m³	1 300,0		
	(e) Boulder Excavation (class B)	m³	1 400,0		
3,09	Material bladed to windrow	m³	30,0		
33,10	Roadbed preparation and the compaction of material				
	(a) Compacted to 93% modified AASHTO density	m³	7 063,8		
33,11	Three-roller-passes compaction (a) Vibratory roller (b) Grid roller	m² m²	100,0 100,0		
	(f) Pneumatic-tyred roller	m²	100,0		
3,12	In situ treatment of roadbed (a) In situ treatment by ripping	m³	1 412,8		
333/16.02	Overhaul on material hauled in excess of 10km (ordinary overhaul)	m³-km	139 761,3		
33/32.06	Stockpiling of material	m³	2 500,0		
	ARRIED SUMMARY				

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

ITEM	TION OF ROADS TSIANDA(MARUNDU)  DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NO 34.00	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	Pavement layers constructed from gravel taken from cut or borrow or borrow pit including free-haul up to 1.0 km				
	(a) Gravel selected layer compacted to				
	(i) 95% of modified AASHTO density (150mm compacted layer thickness)	m³	1 200,0		
	(150mm compacted layer thickness)				
	(f) Gravel subbase (chemicaly stabilized material) compacted to				
	(i) 97% of modified AASHTO density (150mm	m³	800,0		
	compacted layer thickness)		000,0		
	(g) Gravel shoulder/sidewalks compacted to: (i) 93% MOD. AASHTO density	m³	600,0		
B34,14	Pavement layers constructed from gravel obtained from commercial sources:				
	(b) Gravel selected layer G5 material quality compacted to:	m3	200.0		
	(i) 95% of modified AASHTO density (150mm compacted layer thickness)	m³	300,0		
	(e) Gravel sub-base layer G6 material quality compacted to:				
	(i) 97% of modified AASHTO density (150mm compacted layer thickness)	m³	8 570,3		
	(f) Gravel base G5 material quality (chemically stabilized material to C3 quality) compacted to:				
	(i)98% of modified AASHTO density (150mm compacted layer thickness)	m³	7 791,2		
34/16.02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul)	m³-km	16 000,0		
3400	TOTAL CARRIED SUMMARY				
	I				i

**CONTRACT NO: 70 OF 2023** 

CONSTRUCTION OF	ROADS TSIANDA(MARUNDU)

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B35.00	STABILIZATION				
35,01	Chemical stabilization extra over unstabilized				
	150mm thickness subbase	m³	7 791,2		
35,02	Chemical stabilization agent:				
	(a) Ordinary portland cement	t	467,5		
	(c) Road lime	t			Rate Only
35,04	Provision and application of water for curing	kl	472,7		
TOTAL C	ARRIED SUMMARY				

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3800		BREAKING UP EXISTING PAVEMENT LAYERS				
38,01		Excavating and removing existing bituminous				
(a) (b) 38,04	LI	Not exceeding 30 mm Exceeding 30 mm but not exceeding 60mm Excavating and spoiling material from an existing pavement and/or the underlying	m² m²	25 25		
(a) (c) (d)		Non-cemented material Cemented crush stone Cemented material	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	20 20 20		
38,08		Sawing or cutting asphalt or cemented pavement				
(b)	LI	Cutting asphalt	m	50		
(b)	LI	Sawing Cemented layers	m	50		
(i)		Cemented crushed stone (150mm thick)	m	50		
B38,16		Sealing of Construction joint of new and existing				
(b)	LI	Geofabric painted with bituminous material (with of 200mm)	m	50		
3800		TOTAL CARRIED TO SUMMARY	<u> </u>			

## MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

CONSTRUCT ITEM	ION OF	ROADS TSIANDA(MARUNDU)				
NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5 200,00		GABIONS				
52.01		Foundation Trench excavation and backfilling				
			2	500.00		
(b)	LI	In all other classes of material	m³	500,00		
52.02	LI	Surface preparation for bedding the gabions	m²	400,00		
52.03		Gabions				
(a)		Galvanized gabion boxes				
(i)		1,0 x 1,0 x 0,5m (80 x 100mm mesh aperture, with 2.7mm				
	LI	diameter wire and 3.4mm salvage wire)	m³	150,00		
(ii)		1, x 1,0 x 1,0m (80 x 100mm mesh aperture, with 2.7mm				
	LI	diameter wire and 3.4mm salvage wire)	m³	100,00		
(iii)		2,0 x 1,0 x 1,0m (80 x 100mm mesh aperture, with 2.7mm				
	LI	diameter wire and 3.4mm salvage wire)	m³	100,00		
(iV)		1,5 x 1,0 x 1,0m (80 x 100mm mesh aperture, with 2.7mm				
	LI LI	diameter wire and 3.4mm salvage wire)	m³	150,00		
(V)		2.0 x 1,0 x 0.5m (80 x 100mm mesh aperture, with 2.7mm				
	LI	diameter wire and 3.4mm salvage wire)	m³	150,00		
C)	LI	Galvanized gabion mattresses				
(i)		2,0 x 1,0 x 0,3m Mattress (80 x 100mm mesh aperture, with				
	LI	2.7mm diameter wire and 3.4mm salvage wire)	m³	150,00		
(ii)		6,0 x 2,0 x 0,3m Mattress of (80 x 100mm mesh aperture, with				
	LI	2.7mm diameter wire and 3.4mm salvage wire)	m³	100,00		
52.02	LI	Filter Fabric (grade A3 filter fabric, penetration load 1500N) Puncture resistance (maximum) 32 mm	m²	2 000,00		
52/51.01		Stone Pitching				
(a)		Plain Pitching (i) Method 1	m²	50.00		
	LI	(i) Method 2	$m^2$	50,00 50,00		
(b)		Grouted stone Pitching	m <sup>2</sup>	300,00		
c)	LI	Grouted stone pitching on concrete bed (70mm thick)	$m^2$	200,00		
5200		TOTAL CARRIED TO SUMMARY				

**CONTRACT NO: 70 OF 2023** 

	ION OF	ROADS TSIANDA(MARUNDU)	l	1		
ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5 400		GUARDRAILS				
54.04	Ц	Guardrails on timber posts: (a) Galvanized	m	140,00		
54.02	LI	Guardrails on steel post:				
		(a) Galvanized	m	320,00		
54.02	LI	End treatment:				
	LI 	(a) End wings (e) End treatment in accordance with drawings where	No	12,00		
	LI 	double guadrail sections are used	No	8,00		
54.06	LI	Reflective plates:	No	900,00		
54.03	Ц	Extra over items 54.01,54.02 and 54.11 for horizontally curved guard rails factory bent to a radius of less than 45m	m	80,00		
54/66.16	Ц	Steel Rails ( Galvanized steel balustrade 1,2m high ) as per drawings	m	180,00		
5400		TOTAL CARRIED TO SUMMARY	<u> </u>			
J400		TOTAL CARRIED TO SUMMART				

**CONTRACT NO: 70 OF 2023** 

<b>CONSTRUCT</b>	TION OF	ROADS	TSIANDA(	MARUNDU	١

ITEM	TION OF R	OADS TSIANDA(MARUNDU) DESCRIPTION	LINIT	OTY	DATE	AMOUNT
NO	LI		UNIT	QTY	RATE	AMOUNT
5600 56,01		ROAD SIGNS  Road signs boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-effective material, where the sign board is constructed.				
		(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
		(i) Area not exceeding 2m²	m²	250,00		
		(ii) Area exceeding 2m² but not 10m²	m²	100,00		
		(iii) Area exceeding 10m <sup>2</sup>	m²	20,00		
56,02		Extra over item 56.01 for using:  (a) Background of retro-reflective material  (i) Class I  (b) Lettering, symbols, number, arrows, emblems and borders or retro-reflective material of	m²	30,00		
56,03		Class 1 Engineering grade (ii) Class III Road sign supports (overhead road sign structures	m²	70,00		
		excluded): (a) Steel tubing, fully galvanised				
	LI	(iii) 76mm dia. D-Section 2m thick	t	1,20		
	LI	(iii) 100mm dia. D-Section 4mm thick	t	0,40		
	LI LI	(b) Timber (i) Timber (100mm dia,treated ) (ii) Timber (150mm dia,treated )	m m	150,00 150,00		
56,05	LI	Excavation and backfilling for road sing supports	m³	50,00		
56,06	LI	Extra over item 56.05 for cement-treated soil backfill	m³	10,00		
56,08	Ц	Dismantling, storing and re-erecting road signs with a surface area of:				
		(a) Up to 2 m <sup>2</sup>	No	12,00		
56,09	LI	Dismantling and storing road signs with a surface area of:				
		(a) Up to 2 m <sup>2</sup>	No	5,00		
5000		TOTAL GARRIER TO SUMMARY	1			
5600		TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	8,9		
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km	1,0		
	(c) White lettering and symbols	m²	250,0		
	(d) Yellow lettering and symbols	m²	200,0		
	(e) Transverse lines, painted island and arrestor bed markings (any colour)	m²	10,0		
57.04	Variations in rate of application:				
	(a) White paint	litre	100,0		
	(b) Yellow paint	litre	100,0		
57.06	Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)	km	5,0		
57.07	Re-establishing the painting unit at the end of the maintenance period	L/Sum	1,0		
B57.08	Marking of speed humps complete as speed hump marking drawing	No	15,0		
5700	TOTAL CARRIED TO SUMMARY				

**CONTRACT NO: 70 OF 2023** 

ITEM NO	ı	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		ROAD AND ROAD TREATING OLD ROADS				
59.01	Finishing the ro	oad and road reserve:				
	(a) Single-carri	ageway road	km	8,9		
5900	TOTAL CARRIE	ED TO SUMMARY				

**CONTRACT NO: 70 OF 2023** 

ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6100		FOUNDATIONS FOR STRUCTURES				
61.02		Excavation:				
		(a) Excavating soft material situated within the following successive depth ranges:				
		(i) 0 m up to 2 m	m <sup>3</sup>	300,0		
		(b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth	m <sup>3</sup>	50,00		
61.03		Access and drainage				
64.04	LI	(b) Drainage where no access has been provided  Backfill to excavations utilizing:	sum	1,00		
61.04	LI	(c) Soil Cement	m <sup>3</sup>	50,00		
61,08		Foundation fill consisting of:				
		a) Rockfill	m <sup>3</sup>	200,00		
	LI	(b) Crushed-stone fill (19 mm aggregate)	m <sup>3</sup>	20,00		
		(e) Dump Rock	m <sup>3</sup>	200,00		
	LI	d)Mass Concrete (15 MPA)	m <sup>3</sup>	70,00		
	LI	(e ) Concrete screed:	m <sup>3</sup>	20,00		
		(i) 50mm thick, Class 15/19 concrete	m <sup>3</sup>	20,00		
B61,09	LI	Supply and install Geotextile membrane Grade A5	m²	400,0		
		TOTAL CARRIED TO CUMMARY				
6100		TOTAL CARRIED TO SUMMARY				

# MAKHADO LOCAL MUNICIPALITY CONTRACT NO: 70 OF 2023

		DF ROADS TSIANDA(MARUNDU)				
ITEM NO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6200		FALSEWORK, FORMWORK AND CONCRETE FINISH				
62.02		Vertical formwork to provide:				
		(a) Class F1 surface finish to :				
	<u>LI</u>	(i) Sides of bases and concealed rear face of wall	m²	250,00		
	<u>LI</u>	(ii) Joints between adjcent wall panels	$m^2$	20,00		
		(b) Class F2 surface finish to :				
	<u>LI</u>	(i) Plain faces of walls	$m^2$	250,00		
62.03		Inclined formwork to provide:				
		(b) Class F2 surface finish to :				
	<u>LI</u>	(i) Plain faces of walls	m²	100,00		
62/63.01		Steel reinforcement for :				
		(a) Concrete walls	t	5,00		
	<u>LI</u>	(i) Mild steel bars	ι	3,00		
	<u>LI</u>	(ii) High yield stress steel bars ( Type II 450 Mpa yield stress)	t	8,00		
62/64.01		Cast in situ concrete:				
	<u>LI</u>	(a) Class 30/19	m³	40,00		
62/66.29		Subsoil drain				
	<u>LI</u>	Kaytech or similar M160 geopipe embedded within 300 x 300, 19mm stone, all fully enclosed by Grade A3 geofabric as detailed on the drawings	m	60,00		
B62 .04		Drainage strips				
	<u>LI</u>	200mm wide Netlog strips wrapped in Grade A3 geofabric installed as detailed drawings	m	40,00		
62/66.08		Sealing Joints with:				
	<u>LI</u>	(a)Approved 20 mm x 20 mm silicone sealant on exposed vertical faces (wall only)	m	40,00		
	<u>LI</u>	(b) 300 mm x 3 mm Bituthene or similar approved bandage on concealed faces above base level	m	40,00		
5900		TOTAL CARRIED TO SUMMARY				

ITEM NO	Ц	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7300		CONCRETE BLOCK PAVING FOR ROADS				
73,01	LI	a) 80mm interlocking paving blocks (25Mpa) SABS approved on a 20mm bedding sand	m²	46 167,24		
	LI	b) 60mm interlocking paving blocks (25Mpa) SABS approved on a 20mm bedding sand	m²	20,00		
73,03		Provision of approved herbicide and ant poison:				
	LI	(a) Provision of materials	PC Sum	1,00	2 000,00	2 000,00
		(b) Contractor's charges and profit added to the prime cost sum	%	2 000,00		
B73,04	Ц	Removal of 80mm interlocking paving blocks and including stacking at designated area by Engineer incuding free haul of 1km	m²	25,00		
B73.05	LI	Reinstatement of existing paving	m²	25,00		
B73,06	LI	Haulage of paving	tonkm	50,00		
B42.14	LI	Procurement , Supply and Construction (all inclusive price) speed humps as per drawing drawing	No	20		
7300		TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TESTING MATERIALS AND WORKMANSHIP				
B81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	PC Sum	1,00	85 000,00	85 000,00
	(b) Charge on Prime Cost Sum	%	85 000		
81.03	Providing testing equipment:				
	(a) Rolling straight-edge	N0			Rate Only
8100	TOTAL CARRIED TO SUMMARY	I			



**BID NO: 70 OF 2023** 

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# CONTRACT PART C3: SCOPE OF WORKS

C3: Scope of Work

THE CONTRACT
Part C3: Scope of Work

Contractor

Witness 1

Witness 2

Witness 2

Witness 1

Employer



BID NO: 70 OF 2023

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## C3: Scope of Work

#### 1. DESCRIPTION OF THE WORKS

## 1.1 Employer's objectives

MAKHADO MUNICIPALITY aims to promote transport corridors, promote equitable access and facilities to ensure sustainable living in Tsianda Village.

## 1.2 Overview of the works

The project will implement the following:

- 1. Clear and Grubb
- 2. Exposing of underground services and relocation
- 3. Mass earth works Box cutting road prism for layers
- 4. Construction of layers works Dump rock layer, selected layer, sub-base ( stabilised layer) and base layers
- 5. Installation of kerbs
- 6. Laying of 80mm paving blocks for surfacing of 7,42 km road
- 7. Construction of 1,2 km of storm concrete pipes
- 8. Construction of concrete channel
- 9. Finishing of road reserves
- 10. Painting of road marking and installation of signs

## 1.3 Extent of the works

THE CONTRACT

The main items of work to be undertaken in terms of the contract involve but not limited the following:

- Contractor's establishment on site
- Compliance with EMP requirements
- Compliance with OHS act requirements
- Provisions of temporary workforce (ABE)
- Training of temporary workforce
- Housing, offices and laboratories for the engineer's personnel
  - Upgrading from gravel to paved standard of 7,42 km of roads

Pavement layers - Box cutting, Roadbed, sub-base and based layer construction

Pavement is 80mm concrete paving blocks.

Part C3: Scope of	Work	'	20		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Clear and Grubb for 7,42 km.

Kerbing and concrete side stormwater control channel.

Total of 1,2km of 600mm . 750 mm and 900 mm  $\,$  stormwater pipes together with manholes and KIs.

3 Portal Culvert crossing together with reinforced concrete wings walls.

Gabon works for erosion protection.

Road Markings and signs.

Fences relocation and services relocation

Appurtenant work such as accommodation of traffic, protection and/or relocation of services, road markings, road signs, etc.

## 1.4 Location of the works

The project is in Tsianda Marundu Villages. Refer to locality and site plan on drawing

## 2 Drawings

#### 2.1 Employer's Design

The permanent works included in this contract has been designed by the Employer. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by him subject to the conditions specified in the Contract Data.

#### 2.2 Drawings

Drawings are bound into this document.

The Contractor shall be entitled to receive free of charge, two full size A2 and one A3 copies of each such drawings and to receive, at the cost of reproduction, such additional copies as he shall reasonably require.

One copy of all drawings shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.

The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the Site of all drawings and revisions thereof in the chronological order in which they are delivered to him.

#### 3. Procurement

THE CONTRACT

Part C3: Scope of	Work		121		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## 3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions pertaining to preferences granted in accordance with the preferencing schedule.

#### 3.2 Labour and Personnel

#### 3.2.1 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or subcontractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

Part C3: Scope of	f Work	1	22		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: 70 OF 2023

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## 3.2.2 Temporary Workforce

The Contractor shall employ labour from the local communities through the Labour Desk(s). Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of clause C3.2.1.

The Labour Desk(s) shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour Desks shall also assist and advise regarding conditions of employment, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor or sub-contractor.

The Contractor and its sub-contractor shall adhere to the statutory minimum wage rates, they are however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding :

Rain time Sickness and absenteeism Disciplinary matters Grievances

- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

## 3.2.3 Local Content and Labour-Intensive Construction (Expanded Public Works Programme)

The promotion of the use of local content is required in the execution of this project. This will be achieved by the use of local labour and local sub-contractors in the construction of works equivalent to twenty-five percent (30%) of the total cost of works are to be constructed. The following limits apply:

- Construction by subcontractors may constitute a maximum of 25% of the total local content works.
- Construction using labour intensive construction methods and employing locally (within Tsianda and its surrounds) labour must make up 75% the total local content works.

Employer Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed and supplemented only to the extent necessary and unavoidable by the Contractors key personnel, unless otherwise instructed by the Engineer.

The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- Laying of interlocked block paving for road surfacing and sidewalk / channel.
- Installation of road signs
- exposing existing services;
- dismantling and re-erection of fences; and
- cleaning and tidying up of the Site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

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

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns

Progress report detailing production output compared to the programme of works

#### 3.2.4 Subcontracting

- 3.2.4.1 The Contractor shall sub-let to sub-contractors appropriate portions of the works. A sub-contract agreement shall be signed between the contractor and each of its sub-contractors.
- 3.2.4.2 The Contractor shall be responsible for all work carried out by sub-contractors on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.
- 3.2.4.3 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local subcontractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill.

Without limiting the generality of application of this clause, circumstances which may be considered by the Engineer to warrant such authorization include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by sub-contractors.

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Should the Contractor, after suitable due endeavour, be unable to identify sub-contractors for portions of the Works as specified, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of subcontractors and labour.

3.2.4.4 The Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

#### 3.2.5 Sub-contractor

To qualify as a sub-contractor the following requirements shall be applicable:

- Registration with the CIDB in the min class of CE registration applicable for a particular amount of work
- Submit an original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No. 34350 dated 8 June 2011),
- Submit a valid VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Submit a valid Workmen's Compensation Certificate, Act 4 of 2002,
- Submit a valid Unemployment Insurance Certificate, Act 4 of 2002,
- Submit a Certificate of Incorporation (if a Company),
- Submit a Founding Statement (if a Closed Corporation),
- Submit a Partnership Agreement (if a Partnership),
- Submit an Identity Document (if a One-man concern),
- Submit a Joint Venture Agreement (if a Joint Venture),
- Submit monthly proof of SARS PAYE in respect of all labourers
- Submit a Curriculum vitae of the person who prepares the Health and Safety Plan,
- Curriculum vitae of the Health and Safety Officer to be appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- Provide all work clothes, safety equipment and tools required for the execution of the Works
- The minimum amount of liability insurance cover required will be R 1 000 00.00 per event, the number of events being unlimited.
- Payment of all amounts due to the local sub-contractor by the Contractor shall be subject to a the same retention conditions as applicable the Contractor.
- The sub-contractor shall deliver to the Contractor a performance guarantee of an insurance company or a bank to be jointly and severally bound with the sub-contractor for an amount equal to the same guarantee conditions as applicable to the Contractor
- Submit payments certificates to the Contractor at a frequency of once a month with payment made by the Contractor within seven days after the Employer paid the Contractor.
- The Contractor and its sub-contractor shall enter into a SAFCEC (or similar) sub-contract agreement.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- 4 Applicable COLTO 1998 Standard Specifications for Road and Bridge Works for State Road authorities
- **4.1** The applicable COLTO Standardised Specifications for Civil Engineering Construction for this contract shall be the following:

1200 - General Requirements and Provision	1200	_	General Requirements and Provisions
---	------	---	-------------------------------------

1300 - Contractor's Establishment on Site and General Obligations

1500 - Accommodation of Traffic

1600 - Overhaul

1700 - Clearing and Grubbing

2100 - Drains

2200 - Prefabricated Culverts

2300 - Downpipes and Concrete Linings for Open Drains

3100 - Borrow Material 3300 - Mass Earthworks

3400 - Pavement Layers of Gravel Material

3500 - Stabilization

5100 - Pitching, Stonework and Protection against Erosion

5200 - Gabions
 5600 - Road Signs
 5700 - Road Markings

5800 - Landscaping and Planting Plants
 7300 - Concrete Block Paving for Roads
 8100 - Testing Material and Workmanship

Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685.

Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications which are not bound into the tender and contract documents.

Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents.

#### 4.2 Variations and Additional Clauses to the Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

The various documents listed in Section 4.1 shall be treated as mutually explanatory. However, should any requirements of Section 4.1 conflict with any requirement in the Standardized Specifications or with any requirement of the Particular Specifications, then the requirements of Section 4.2 shall prevail.

The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 5.11 of the Conditions of Contract (2010), or for him to recommend termination to the Employer in terms of Clause 9.2 thereof.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES

## PS6 <u>SITE FACILITIES AVAILABLE</u>

## PS6.1 Contractor's Camp

A site will be made available for the Contractor's camp or depot, to be located adjacent to the works. The Contractor shall be entirely responsible for ensuring that his establishment meets the requirements of any Municipal regulations or by-laws, which may be applicable and shall include therefore in his tendered rates.

The Contractor shall also be responsible for ensuring that unauthorised persons do not have access to the site or any construction material stockpiles.

#### **PS6.2** Source of Water Supply

Water is NOT available on the site. The Contractor shall make all own arrangements with the Local Authority for a water connection and include for the payment of water used for construction purposes in his tendered rates.

#### **PS6.3** Source of Power Supply

The Contractor will however be entirely responsible for arranging a power connection and for payment for all electric power required for construction purposes if electric power is available on site. The costs of electric power are to be included in the Contractor's tendered rates.

## **PS6.4 Housing**

The Contractor shall be permitted to house Key Personnel only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Engineer of his intentions regarding the housing of Key personnel on Site and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Engineer be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause for the Contractor to

house Key personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times confirm with all requirements contained in law or bylaws, as well any other requirements set by the controlling local authority.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## PS6.5 Ablution Facilities

Ablution facilities will not necessarily be available at the camp or depot site and the Contractor shall make his own arrangements in this regard.

## PS7 <u>SITE FACILITIES REQUIRED</u>

## **PS7.1** For the Contractor

Whatever may be required for the satisfactory execution of the Contract.

## PS7.2 For the Engineer

Not required.

#### **PS7.3 Sanitary Facilities**

Water borne sewerage is not available on site. Chemical or flush toilets with on-site disposals shall be provided and maintained for the use of the Contractor's personnel, the Engineer and representatives of the Employer at all camp sites that the Contractor may establish for construction of the Works. In addition, the Contractor shall at all times during construction of the works provide adequate sanitary facilities.

## PS8 FEATURES REQUIRING SPECIAL ATTENTION

## PS8.1 Existing services

The site of the Works is traversed by various existing services including water, sewers, and electricity cables, the exact position of which are generally unknown. Where positions of services are known these will be shown on layout plans or information in this regard will be made available by the engineer prior to construction commencing in an area. The contractor will be required to so schedule and programme his work that when works are disrupted due to the influence of unexpected services encountered, construction can continue in other portions to allow the situation to be remedied by re-routing of new or existing services.

## PS8.2 Other Contractors

The Contractor must prepare himself to work with other Contractors in the same project location and/or on the same site simultaneously. The Contractor must make adequate provision for himself in the rates tendered to protect and clearly mark "his" works, to accommodate other Contractors and to liaise constantly and adequately with the other persons active in the same area.

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It might happen that up to five different contractors will be active on site, that routine maintenance are carried out on the existing work by another party and that the Client or his agent is active onsite with the day to day running of the works.

## PS8.3 Preservation of trees

Special care shall be taken that only designated trees are removed and that no damage is caused to other trees during construction.

## PS8.4 Safeguarding reference beacons

The Contractor shall take special care to safeguard any permanent survey beacons such as erf corner pegs, reference beacons and level beacons. Should such pegs or beacons be disturbed, the Contractor shall have them replaced by a registered Land Surveyor at his own cost. The Surveyor shall submit the necessary documentation regarding the replacement of pegs and beacons to the Engineer for approval.

The Contractor's attention is drawn to Article 35(1) of the Land Surveying Act No. 9 of 1927, (as amended) in this regard.

#### **PS8.5 DISPOSAL OF MATERIAL**

All surplus or unsuitable materials arising from any excavations, rocks, trees, debris and other unsightly material shall be disposed of at an approved municipal landfill site or approved borrow pit.

The Contractor shall be responsible to make his own arrangements for a suitable spoil site.

## B: <u>AMENDMENTS TO THE STANDARD SPECIFICATIONS</u>

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The clauses and pay items in this portion of the Particular Specifications are numbered "B" followed by a number corresponding to the number of the relevant clause or pay item in the Standard Specifications. New clauses and pay items not covered by clauses or pay items in the Standard Specifications, if included here, are also designated "B" followed by a number. These numbers follow on the last clause or pay item number used in the relevant section of the Standard Specifications.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

Add the following:

B1201 SCOPE

Add the following:

This section also covers matters, which relate to the location of existing services by the contractor.

## B1202 SERVICES

Add the following:

The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the contractor to determine the exact positions of all existing services.

Before any work is commenced, the contractor shall contact all private owners or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

Any damage of these services as a result of acts by the contractor, his sub-contractors or their respective employees, shall be repaired at the contractor's expense.

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits, electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the contractor or otherwise, the contractor shall immediately advise the engineer thereof, who will further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The engineer will also decide the extent of the work, if any to be undertaken by the contractor in removing, relocating or repairing such services.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### B1204 PROGRAMME OF WORK

Add the following:

The programme must show clearly full details of all activities, together with the anticipated application of plant and expected cash flow diagram. The programme must make provision for the location and survey of existing services.

The contractor must at all times give the inhabitants of a stand, at least 2 weeks notice before starting any work which may cause them inconvenience. Should any problems or complaints be received from the homeowners, the contractor must liaise with the engineer's representative.

The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the contractor.

Failure to comply with these requirements will entitle the engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Penalty Clause 6.8 will apply on failure to comply with all the completion dates given above.

If the progress of the work falls behind the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within one week of having been notified by the engineer, submit a revised programme. The revised programme shall indicate how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 6.6.1 of the general conditions of contract or any granted extension of time.

## B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

No laboratory facilities are required but the contractor is responsible for testing of densities, bedding, backfill and all relevant concrete tests. All material testing must be done by an approved laboratory and is deemed to be included in the contractor's rates. The contractor shall submit the test results to the engineer and shall indicate the extent to which they meet the specified requirements. The engineer at his discretion may undertake or order such further tests by an independent laboratory, to satisfy himself that the work is of acceptable quality conforming to the specifications. No failed tests will be paid for and is for the contractor's expense.

THE SETTING OUT OF WORK AND PROTECTION OF BEACONS						
THE CONTRACT Part C3: Scope of	f Work	1	33			
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following:

The contractor shall establish the exact positions of all existing services before he commences with permanent construction in the proximity of these services.

The exact positions of these services will be established by determining of co-ordinates and the taking of levels and offsets. This information will be submitted to the engineer in a format to his satisfaction.

The provisions of clause 1206 regarding measurement and payment shall apply.

#### B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

(See Clause 6.6.2 of the general conditions of contract as amended)

#### **B 1232 EMPLOYMENT OF COMMUNITY LIAISON OFFICER**

The contractor must employ a community liaison officer for the duration of the contract. The community liaison officer shall be employed from within the local community in conjunction with local structures. The Engineer will determine remuneration of the CLO after consultation with the Employer.

## B 1233 COMPLIANCE WITH ACT NO 85 OF 1993

At the handing over of the site, the contractor shall appoint a person or persons to act as responsible person(s) in terms of the act on Machinery and Occupational Safety, Act no 85 of 1993 and the appropriate regulations.

# CLAUSE TO BE ADDED TO CONTRACTS BETWEEN THE EMPLOYER AND CONTRACTORS IN TERMS OF SEC 37(2) OF THE OHS ACT

The employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of The Occupational Health and Safety act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that

the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the act, namely:

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act:
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

## **B 1234 MEASUREMENT AND PAYMENT**

#### **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

Item
B12.02 Employment of a community liaison
officer (CLO) for the duration of the contract
Sum
Unit
Prov

A prime cost item has been included for the compensation of the CLO (also defined or described as "The Labour Desk Officer"). Payments will be done to the CLO on instruction of the engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to the CLO. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6.2 of the Conditions of Contract.

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Item

B12.04

Provisional sum for payment for

Training the duration of the contract

Prov. Sum.

A Prime Cost Item has been included for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6.2 of the Conditions of Contract.

Item Unit

B12.05 Percentage for charges and profit on the

provisional sums for contractor's cost

and profit Percentage

(%)

The percentage tendered for charges and profit on provisional sums ordered by the engineer shall include full compensation for all cost, profit, charges, handling and transport related to the service.

#### C3.5.1.18 **Unauthorized persons**

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site.

#### B 1235 **MEASUREMENT AND PAYMENT**

Item Unit

#### B12.01 Protection, removal, realignment and Replacement of Services

(a) Utility services

> Relocation of services and payments to service owners.

provisional sum

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Witness 2

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Witness 1 Witness 2 Witness 1 Employer Contractor



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

(ii) Handling costs and profit in respect of Sub item B12.01 (a) (i) above

percentage (%)

The provisional sum for utility services shall be expended in accordance with Clause 45.1 of the General Conditions of Contract. The tendered percentage is a of the amount actually spent under item B12.01 (a) (i), which shall be paid to the Contractor for full compensation for handling costs and profit in connection with dealing with utility services.

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

#### B 1302 GENERAL REQUIREMENTS

#### (a) Camps, construction plant and testing facilities

Add the following:

"There is no area available within the road reserve for the establishment of the contractor's organization, camp and constructional plant on site.

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours.

The contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item B13.01.

"The contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The contractor's offices, laboratory and stores and engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The contractor shall provide security guards from a reputable security company for protection of the engineer's offices and laboratory. The security guards must be provided with a two way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item B13.01."

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"The contractor shall provide at each work site at least one portable chemical latrine unit per 10 workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. The contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

B1303	PAYMENT

ltem Unit

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

Add the following after the fifth paragraph:

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

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

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### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

#### B 1402 OFFICES AND LABORATORIES

a) General

Add the following:

"It is a requirement of the contract that the offices for the engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant tendered rates for the provision of the specified building. In addition, the offices and any living accommodation are to be separated by at least 200m."

#### (b) Offices

Add the following subclauses:

- "(xvii) Steel plan cabinets shall be able to accommodate 30 AO sized drawings hanging vertically from approved holders.
- (xix) An electric refrigerator of at least 200\(ell\) capacity.
- (xx) Provision of floodlights which are to be controlled by a photocell for security purposes at the offices and laboratory of the supervisory staff.

The prime cost shall include for the cost of all cellular telephone calls in connection with the contract administration.

A complete telephone service together with fax equipment shall be provided. The prime cost shall also include for the cost of telephone calls and the fax transmissions in connection with contract administration."

#### (c) Laboratories

In the second paragraph, second line substitute "drawings" with "figure included in the project document"

#### (e) Ablution units

Add the following:

"Ablution units are required on site. Each unit shall contain at least a wash-hand basin, flush toilet, urinal, shower unit and the necessary accessories.

Both ablution units shall be provided with hot and cold water.

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Employer	Witness 1	Witness 2		Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

The towels shall be replaced with clean towels every second day and soap supplied as necessary.

One of the units shall contain a lockable clothing cupboard for at least four employees. The other unit shall contain a lockable clothing cupboard for at least two employees.

The ablution units shall each have an interior floor area of at least 10m² and a 1,5m wide veranda on one side with a 100mm concrete floor.

The tendered rate under Item B14.01(e) shall include full compensation for the supply, erection and maintenance of the complete units as specified.

Add the following new subclause:

#### "(g) Kitchen units

The contractor shall provide two kitchen units with minimum interior floor area of 12m<sup>2</sup>, a 1,5m wide veranda on one side with a 100 mm thick concrete floor in the vicinity of the offices.

Each unit shall contain at least two opening windows, a lockable door, a two-plate electrical stove without oven, a steel framed formica topped table (0,6 m x 1,2 m), four steel framed bar or kitchen stools, a lockable refrigerator of one hundred and fifty litres capacity, a kitchen sink supplied with clean hot and cold potable water, a drain board coupled to a suitable drainage system and a lockable steel grocery cupboard."

### (h) Conference room

The contractor shall provide conference room with minimum interior floor area of 23 m², with a 100 mm thick concrete floor in the vicinity of the offices. The Conference room shall contain at least four opening windows and a lockable door.

B 1403 HOUSING
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### B 1404 SERVICES

(b) Water, electricity and gas

Add the following:

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related electronic equipment during power surges. In the event of damage to the office and laboratory equipment and related electronic equipment because of a faulty voltage, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

B 1406	ME	ASUREMENT AND PAYMENT	
Cha	ange the u	nit of measurement of Item 14.01(e) to "number"	and renumber as follows:
Iten	n		Unit
B14.01		Kitchen units Conference room	number (No.) square metre(m²)
kitc	hen and	easurement and payment shall be the author square metre for the conference room, con and drawings, together with all items as specif	plete and in accordance with the
rooi	m, access	rate shall include full compensation for the su ories, furniture, etc. as specified and for the aily requirements.	
	" <u>Item</u>		<u>Unit</u>
	B14.03	Office and laboratory fittings, installations	and equipment
	(a)	Items measured by number	
	Add t	he following sub-items:	
	"(xix	s) Steel plan cabinets	Number (No)
	(xx	) Floodligths complete with poles and 500 \ globes	Watt minimum Number (No)
THE CON	ITRACT	141	

Witness 1

Employer

Witness 2

Contractor

Witness 1

Witness 2



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Part C3: Scope of Work
UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

The tendered rate for sub-item B14.03 (a)(xx) shall include for the operation of the lights from sunset to sunrise for the full duration of the contract".

sunset to sun	rise for the full duration of the contract".	
(b)	Prime cost items and items measured and paid for in a lump sum	
	Add the following sub-items:	
"(ix)	The provision of a cellular telephone including the running cost of four cell phones and all calls in connection with the contract administration (cell phones provided by the engineer)	Prime Cost (PC) Sum
(x)	Provision of telephone services with fax facility including the	Prime Cost (PC) Sum
	cost of calls and fax transmission in connection with contract administration and pro-rata telephone rental	Percentage (%)
(xi)	Handling costs and profit in respect of sub-item 14.03(b)(ix) above	Percentage (%)
(xii)	Handling costs and profit in respect of sub-item 14.03(b)(x) above	
B14.03(b)(xi)	d percentage is a percentage of the amount actually spen and B14.03(b)(xii) which shall include full compensation for the none, telephone services and fax facility".	

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Employer	Mitness 1	Mitness 2	Contractor	\Mitnoss 1	Mitness 2



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Part C3: Scope of Work
UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### SECTION 1500: ACCOMMODATION OF TRAFFIC

#### B1501 SCOPE

Add the following:

"It is a condition of this contract that traffic is accommodated in accordance with the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, Chapter 13 of the June 1999 edition. Copies of this publication are available from the South African National Roads Agency Limited, P.O. Box 415, Pretoria, 0001."

#### B 1502 **GENERAL REQUIREMENTS**

#### (a) Safety

Add the following:

"The Contractor shall take all precautions necessary to programme and conduct his construction operations in such a manner that inconvenience and annoyance to public traffic, property owners and road users is kept to a minimum. The Contractor shall also ensure that safety requirements are strictly enforced at all times.

The Contractor shall be responsible for maintaining the existing road surface within the site of the Works in a safe and trafficable condition for the duration of the contract.

The Contractor, before starting work on any part of the site or at any position, shall submit to the Engineer his method statement and programme for accommodating traffic on that section."

#### b) Providing temporary deviations

Add the following:

The total road reserve will be handed to the contractor at the commencement of the work. However, the work within the road reserve shall only be carried out behind barricaded off areas. Such barricaded working areas shall be restricted to the numbers, order and sequence as specified in this section to ensure orderly and safe passage of the public traffic. The public traffic shall be accommodated on the existing carriageway and on the gravel shoulders, the use of specially constructed bypasses shall only be implemented if so instructed by the engineer

#### (e) Access to properties

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 1	2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

Add the following new subclauses:

### "(j) Overnight parking of plant

During non-working hours, all plant and traffic hazards shall be removed from the road and all signs no longer applicable to the situation shall be removed or effectively covered. No plant shall be left adjacent to the road during overnight parking. Plant which is impractical to be parked at the contractor's camp may be parked at the construction site, provided it is parked at least 5 m from the edge of the road surface.

#### (k) Use of reflective safety jackets

The Contractor shall ensure that all site personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or in proximity of the travelled way. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM), Figure 13.30 (Detail 13.30.2). Any person found not wearing a reflective safety jacket under these circumstances shall be removed from the site until such time as he/she is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

The provision of these safety jackets shall be deemed to be included in the rate tendered for item B15.01: Accommodation of traffic and maintaining temporary deviations.

#### (I) Failure to comply with provisions

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

- A fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.
- In addition a time-related penalty of R500-00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the

THE CONTRACT Part C3: Scope of \	<b>N</b> ork		144		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

### (m) Handing over the site

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

#### (n) Use of explosives in close proximity of temporary deviations

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

#### (o) Land taken up for deviations

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

#### **B7** B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with the project specifications, the South African Road Traffic Signs Manual (SARTSM) and as shown on the drawings and remove them when no longer required. It shall be incumbent upon the contractor to ensure that the abovementioned traffic-control devices are present where required at all times and are functioning properly.

Replace the third paragraph with the following:

THE CONTRACT

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior

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	Witness 4	Witness 2	Contractor	Witness 4	Witness



**BID NO: 70 OF 2023** 

#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

#### (b) Road signs and barricades

Add the following:

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

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

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10."

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### (a) Channelization devices and barricades

Add the following:

"The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub clause 1503(d).

#### Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface:
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

#### (e) Warning devices

Add the following:

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

### (i) Vehicle mounted flashing lights

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

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

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

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

Add the following sub clauses:

#### (g) Other traffic control measures ordered by the engineer

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

#### (h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. No flagman shall be on duty for a period of more than 10 hours per day.

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length. At night, flagmen shall use a torch with fluorescent orange lense and halogen lamp visible to the travelling public for at least a 100m distance.

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

#### (i) Temporary Road markings

Temporary road marking lines for demarcation of temporary traffic lanes, other than on the final road surfaces shall be painted as specified in this section as well as section 5700 of the COLTO Standard Specifications. Temporary road marking shall be in the same positions and colours as the existing road marking. The contractor will be required to survey all existing road marking prior to commencement of any milling and patching. Temporary road marking when ordered shall be pre-marked after each shift before the road is opened to traffic. Temporary road studs when ordered shall be installed at double the spacing and shall be of the same colour as the existing road studs.

Temporary road marking lines for demarcation of temporary traffic lanes, on the final road surface shall consist of one of the following as directed by the engineer:

- (i) Construction grade tape for temporary road marking which can be removed by applying gentle heat. The tape shall be foil backed, adhesive, reflective tape, as manufactured by the 3M company, or equal. The tape shall be capable of being easily removed from the road surface by the application of gentle heat.
  - (ii) removable traffic paint TRP10 by Plascon (or similar approved). Removal of TRP10 paint shall be carried out using paint remover TRP20 by Plascon or similar approved.

#### (j) Moveable New Jersey Barriers

Movable barriers shall be of concrete or plastic balasted with water and shall be erected as and when instructed by the engineer or as shown on the drawings. Sections shall be firmly joined together and retro-reflective tape shall be placed to make them highly visible. The employer is in possession of lengths of moveable concrete barriers and could be made available to the contractor."

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### (k) Maintenance

All temporary traffic control facilities shall be kept clean and maintained in good order at all times.

If the coefficient of retro-reflection of any of the Contractor's signs falls below 80% of the value given in Table 1 of CKS 191 - 1987 (observation angle 0,33, entrance angle 5,0) for the grade and colour of the material used the sign shall be considered defective and shall either be rectified or removed and replaced.

### (I) Sufficiency

The Contractor shall determine, from his proposed programme, the number of temporary trafficcontrol facilities required and shall not commence with any accommodation of traffic before sufficient traffic-control facilities have been delivered to the site.

The Contractor shall keep sufficient surplus barricades, signs and delineators on or around the site to allow for the replacement of damaged or missing items within a period of two (2) hours of the deficiency being discovered.

The Contractor shall allow in his tendered rates for the replacement of five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities which become unserviceable or damaged by public traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period of accommodation of traffic on the site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled items damaged by public traffic or stolen shall be payable at tendered rates."

<u>Item</u> <u>Unit</u>

#### B15.15: Provision for safety equipment for use by engineer.

- a) Amber flashing lights roof mounted for engineer's staff Number (No)
- b) Retro-reflective safety vests for engineers personnel Number (No)

The unit of measurement shall be the number of each type of light provided and erected.

The tendered rates shall include full compensation for providing and mounting the lights. The general notes of payment item 15.03 shall be equally applicable to the above payment items

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Employer	Witness 1	Witness	2	Contractor	Witness 1	 Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

"Item Unit

B15.17 Penalty to be deducted for non-compliance with requirements for accommodation of traffic

> Fixed penalty per occurrence number (No.) (a)

> (b) Time related penalty per hour hour (hr)

In subitem B15.17(a), a fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition in subitem B15.17(b), a time-related penalty of R500-00 per hour over and above the fixed penalty in sub-item B15.17(a) which shall be deducted for noncompliance to rectify any defects in the accommodation of traffic within reasonable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the time in hours for re-instatement of the defects. Should the contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given."

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following new clause:

#### B 1518 ADDITIONAL REQUIREMENTS

The following additional requirements shall apply:

- The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- No section of the road shall be closed to traffic during the construction works and at least one lane in each direction shall be open to traffic at all times.
- The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.
- The contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- The contractor shall submit proposals for each traffic accommodation in connection with directional signs to the engineer for approval.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

B7 SECTION 1600 : OVERHAUL

#### B 1602 DEFINITIONS

#### (a) Overhaul material

Add the following:

(vii) Any material, irrespective of the type of material, which is removed from the existing pavement layers and spoiled at designated spoil sites, or is re-used in other parts of the works or to approved stockpiles or from stockpiles to any part of the works.

#### (b) Overhaul

Add the following:

Overhaul shall not be payable on materials transported from commercial source

#### B8 SECTION 1700 : CLEARING AND GRUBBING

#### B1702 DESCRIPTION OF WORK

#### (a) Clearing

Add the following:

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

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

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

The payment for the clearing of concrete structures which cannot be cleared by means of a bulldozer as described under clause 1702(a), shall be made according to item B17.08."

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following subclauses:

#### (f) Removal of trees

Only trees identified and marked by the engineer shall be removed."

#### B 1703 EXECUTION OF THE WORK

#### (a) Areas to be cleared and grubbed

Add the following:

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

#### (c) Disposal of material

Add the following:

# "(i) Non toxic waste (trees, tree stumps, plain and reinforced concrete, rubble, etc.)

All surplus or unsuitable material (non-toxic waste) shall be disposed of at an approved dumping site. The local authority within whose boundaries the site is located, must approve such site, and the dumping must comply with all statutory and municipal regulations. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

#### (ii) Toxic waste (bitumen products, etc.)

The contractor shall identify a approved toxic waste dumping site. Pay item B17.06 has been provided in the schedule of quantities to compensate the contractor for all costs associated with the removal and disposal of existing toxic waste, viz existing bitumen products.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Toxic waste generated by the contractor during construction shall be removed and disposed of by the contractor at his own cost. No pay item has been provided for this work. The cost thereof shall be deemed to be included in the contractor's tendered rates."

#### B 1704 MEASUREMENT AND PAYMENT

Add the following new Item:

ltem Unit

B17.06 Disposal of toxic waste including dumping site fees and an unlimited free-haul distance to an approved dumping site

cubic metre (m<sup>2</sup>)

The unit of measurement shall be the cubic metre of in-situ material removed.

The tendered rate shall include full compensation for all excavation, demolition and for loading, transporting and disposal of the toxic waste, including dumping site fees and an unlimited free-haul distance to an approved dumping site.

#### B9 SECTION 1800 : DAY WORK

Add the following new Section:

### **B 1801 SCOPE**

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the 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. No surcharge is applicable to the rates tendered under Section B1800 of the schedule of quantities.

### B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorisation is obtained from the engineer.

Ci i	e engineer.				
THE CONTRACT Part C3: Scope of	Work		155		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### B1802 GENERAL

The contractor shall submit records of the work performed in accordance with the requirements of Clause 37.2 "Day work" of the general conditions of contract to the engineer.

#### B1803 MEASUREMENT AND PAYMENT

Only work ordered by the Engineer to be carried out under dayworks shall be measured and paid for at the rates given in the daywork schedule.

The daywork rates submitted for labour shall cover overhead charges and profit, site supervision and administration staff, use of small hand tools and appliances, non-mechanical plant and equipment, consumable stores and site supervisors transport.

The daywork rates for vehicles, plant and equipment shall be all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the engineer.

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."

	, ,									
ltem	Unit									
B18.01 Personnel during normal working hours:										
a)	Unskilled labour	hour (h)								
b)	Semi-skilled labour	hour (h)								
c)	Skilled labour	hour (h)								
d) Ganger THE CONTRACT 156 Part C3: Scope of Work										



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

hour (h)

<u>ltem</u>		<u>Unit</u>					
B18.02 <b>P</b>	ersonnel outside normal working hours:						
a)	Outside normal working hours and Saturdays						
	<ul><li>i) Unskilled labour</li><li>ii) Semi-skilled labour</li><li>iii) Skilled labour</li><li>iv) Ganger</li></ul>	hour (h) hour (h) hour (h) hour (h)					
b)	Sundays and public holidays i) Unskilled labour ii) Semi-skilled labour iii) Skilled labour iv) Ganger v) Foreman	hour (h) hour (h) hour (h) hour (h) hour (h)					
<u>ltem</u>		<u>Unit</u>					
B18.03 Pla	ant:						
a)	a) Provisional sum for renting of plant						
b)	Handling costs and profit in respect of sub-item B18.03(a)	Sum Percentage (%)					
<u>ltem</u>		<u>Unit</u>					
B18.04 Ma		Drovinianal					
a)	Procurement of materials	Provisional (prov) sum					
b)	Contractor's handling costs, profit and all other charges in respect of Subitem B1804 (a)	Percentag(%)					
Employer Witnes	s 1 Witness 2 Contractor Wit	ness 1 Witness 2					



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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# UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

<u>Item</u>				<u>Unit</u>
B18.0	5 Tran	sport:		
	a)	LDV		kilometre (km)
	b)	Flatb	ed truck	kilometre (km)
		i) ii)	5 ton 10 ton	kilometre (km) kilometre (km)

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. Non working hours for transport breakdown, lack of operator or for any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is available in the schedule of quantities. Prior to the commencement of any work by the labourers described under items B18.01 and B18.02, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of "unskilled", semi-skilled" and "skilled" labourers.

The tendered rates for labour for items B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The unit of measurement for subitem B18.03 (a) and B18.04 (a) shall be the amounts actually paid for the renting of the plant or procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of plant or materials used, as verified by the engineer, shall be paid for. The publication "Plant Equipment Hire and Rates" shall be used for shadow pricing.

The percentage tendered for subitem B18.03 (b) and B18.04 (b) shall be the percentage of the amounts actually paid for the renting of the plant or procurement of materials as ordered under subitems B18.03 (a) and B18.04 (a) and shall be in full and final compensation in respect of the

	(	,			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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PURGRADING/OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

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Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.05 shall include full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs. The tendered rate shall not be more than the AA tariffs.

The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

THE CONTRACT
Part C3: Scope of Work

Contractor

Witness 1

Witness 2

Witness 2

Witness 1

Employer



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

**B10 SECTION 2100 : DRAINS** 

#### B2101 Scope

Amend the first paragraph to read:

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

#### B2104 Subsoil drainage

- (a) Materials
  - (i) Pipes

Amend this subclause by adding the following to the end of the third paragraph:

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

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

(ii) Natural permeable material

Add the following to the 3<sup>rd</sup> paragraph:

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

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this subclause, delete the 1st paragraph and replace with the following:

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

(b) Construction of subsoil drainage systems

Add the following sub-clause:

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Employer	Witness 1		Witness 2		Contractor	Witness 1	Witness 2



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Proving of pipes in sub-soil drainage systems

On completion of the pipe laying and backfilling, the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill ± 400mm long and 5mm in dia less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laving the pipe."

#### B2107

Witness 1

Employer

Witness 2

Contractor

Witness 1

Witness 2

		uic	rate teridered for laying th	е ріре.	
32107	ME	ASURI	EMENT AND PAYMENT		
	B21.01	Excav	ration for open drains		
		Add the	e following to the penultimate par	agraph:	
		"The t		clude full compensation for trimr	ning the open
	<u>Item</u>				<u>Unit</u>
	B21.03	Exca	avation for subsoil drainage	e systems	
		Δdd	the following sub-item:		Cubic metre (m³)"
		Add	the following sub-item.		Odbie metre (m.)
		"(c)	Extra-over item 21.03(a)	for excavating through	
			stabilised layers of existi	ng pavement	
	Add the foli	llowing to	the second paragraph:		
	paid as a	ın extra		al shall be paid only in sub-item ub item (b). For sub item (c), the with soilcrete."	
	<u>Item</u>				<u>Unit</u>
THE CO	NTRACT Scope of V	Nork		161	



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## UI

UF	PGRADIN	١G	OF R	OAD T	SI	ANDA MAR	UN	DU TO MIL	ITA	RY BASE	PH/	ASE 1
	B21.	04	Impe	rmeable	ba	ckfilling to sub	soil (	drainage syste	ms			
			Crea	te the fo	llov	ving new sub-it	ems	3				
			"(a)	Unstab	oilis	ed natural grav	el.			Cu	bic m	netre (m³)
			(b)	G5 ma	teri	al stabilised wi	th 4°	% stabilising a	gent	Cu	oic m	etre (m³)"
	B21.	12	Conc	crete out	let :	structures, ma	nhol	e boxes, Junc	tion	boxes, Nu	mbei	r (No)
	and cleaning eyes for subsoil drainage systems											
	Add the	e folle	owing:									
	galva	nise	d wove	en wire i	nes	also include fi sh, cutting, was penings clean	ste,	installing the v	vire ı	mesh at outle	ts an	
<u>B11</u>	SECTIO	N 2	<u> 200 : F</u>	REFAB	RIC	CATED CULVE	RT	<u>s</u>				
B2201	1	SC	<u>OPE</u>									
		Add	the fo	llowing:								
		"All	rectan	gular cu	lvei	ts shall be cor	nstru	ucted with pred	ast ı	units.		
	The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.											
	Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.											
						all be ordered been manuf						

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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THE CONTRACT
PURGRADING/OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1

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Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

standards. The engineer must be given the opportunity to load test units if he considers this necessary".

#### B2203 MATERIALS

### (f) Skewed Ends

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

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

#### B2204 CONSTRUCTION METHODS

Add the following:

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

#### (c) Excavation by hand

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

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

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

#### "(c) Excavation by hand

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

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

#### (d) Drainage of excavations

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

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

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

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

#### B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

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

Replace with the following:

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

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

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

#### B2211 BACKFILLING OF PREFABRICATED CULVERTS

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

#### (b) Concrete work

Add the following:

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

#### (h) Prefabricated inlet and outlet structures

Add the following:

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

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Employer	Witness 1	Witness 2	Contractor	\M/itnoon 1	Mitnoss 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# B12 SECTION 2300 CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS

DOWNPI	PES AND CONCRETE LINING FOR OPEN DRAINS
B2301	SCOPE
	Add the following to this clause

B2302 CONSTRUCTION

lining."

Add the following new sub-clause:

"(i) Removal of existing kerb and channel

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

"This section also covers the replacement of damaged concrete kerbing, channelling and

#### **B2303 MEASUREMENT AND PAYMENT**

Add the following new item:

<u>Item</u>

Witness 1

THE CONTRACT

Employer

Part C3: Scope of Work

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Contractor

Witness 2

<u>Unit</u>

Witness 2

Witness 1



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

	B23.16	Demolition a	nd remo	oval of exis	sting kerb	s and/or c	hannel.	·····Cul	bic m	netre (m³)	
		of measureme n/breaking up.		be the cu	bic metre	e (m³) of c	oncrete	measured	d in-s	situ before	
	reinforced loose deb	ered rates shad concrete, rer oris and to back ed in the rate o	noval frokfill the	om site to excavation	an approv	ed spoil s	ite, clea	ring the ex	xcav:	ation of all	
HE CON art C3: \$	ITRACT Scope of V	Vork			167				7		



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

## **B13 SECTION 3400 PAVEMENT LAYERS OF GRAVEL MATERIALS**

#### **B3402MATERIALS**

a) General

Add the following at the end of the second paragraph:

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

Add the following after the second paragraph:

"Distinction shall be made between crushed G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for

class material in table 3402/1."

Delete table 3402/5 and replace with:

"Table B3402/5: Requirements For Chemically Stabilised Layers

Classificatio n	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss)	5 max.	10 max.	20 max.	30 max.

Note \* (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.

- \* (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density
  - (3) Indirect tensile Strength @ 100% Mod. AASHTO density

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

\* (4) Wet/Dry Durability according to Method B 8110"

#### **B3403 CONSTRUCTION**

## **B3405 CONSTRUCTION TOLERANCES**

g) Construction tolerances for rehabilitation work

Add the following:

"The reworked material shall be classified as subbase layer when under laying a new granular overlay. Alternatively it shall be classified as a base if directly under the asphaltic levelling course and resurfacing.

The thus reworked and chemically treated subbase and base layers shall be restored as close as possible to the existing road level and the tolerances applied to the final reworked layer shall be as specified in clause 3405".

#### B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"Statistical control on layer thickness, compaction and stabilizer content will be applied in accordance with section 8200 Quality Control (Scheme 2).

## **B3407 MEASUREMENT AND PAYMENT**

Add the following payment items:

<u>Unit</u>

# B34.14 Pavement layers constructed from gravel from commercial sources:

a) Gravel selected layer (unstabilized-G8) cubic metre (m³) compacted to 93% Mod AASHTO density (compacted layer thickness indicated)

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- b) Gravel selected layer (unstabilised-G7) compacted to 95%cubic metre (m³)
   Mod AASHTO density (compacted layer thickness indicated)
- c) Gravel shoulder (unstabilised G5) compacted to 95% cubic metre (m³)

  Mod AASHTO density (compacted layer thickness indicated)
- d) Gravel sub-base (chemically stabilised) C4 quality cubic metre (m³) compacted to 95% mod. AASHTO density (compacted layer thickness indicated)
- e) Crushed Gravel sub-base G6 quality. cubic metre (m³) compacted 97% mod. AASHTO density (compacted layer thickness indicated)
- f) Crushed Gravel base G5 (chemically stabilised)
  C3 quality to 98% mod. AASHTO density
  (compacted layer thickness indicated). cubic metre (m³)

The unit of measurement shall be the cubic metre of completed gravel layer in place as the case may be, and compacted to the specified density. The quantity shall be calculated from authorised dimensions of the layer as shown on the drawings or prescribed by the engineer.

The tendered rates shall include full compensation for procuring, finishing and placing all materials, including the purchase of the crushedl gravel from commercial sources, for hauling the material over an unlimited freehaul distance from the commercial source, for rolling, slushing and correcting the layers if required, and for testing, protecting and maintaining the work as specified.

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Part C3: Scope of Work

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# B14 SECTION B3500 STABILIZATION

## B3502 MATERIALS

The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the engineer.

All references to "Ordinary Portland Cement" shall be replaced with "Portland composite cement (CEM II 32,5)".

## (f) Application rate

The nominal application rate of chemical stabilizing agents for tender purposes shall be 80 kg/m³

#### B3503 CHEMICAL STABILIZATION

#### (i) Construction limitations

In table 3503/1, delete "8 hours" for ordinary Portland cement and cement blends and replace with "6 hours".

## B3506 TOLERANCES

THE CONTRACT

#### (b) Uniformity of mix (chemical stabilization)

Add the following:

"The method described under 3506(b)(ii) shall be applicable to this contract."

## B3507 ROUTINE INSPECTION AND TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

Add the following sub-clause:

#### (j) Rejection of stabilized layers

Where newly constructed layers have been stabilized and have been rejected, the following shall apply:

(i) if rejected within seven (7) days of construction – 50% stabilizing agent shall be added and the layer reworked.

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Part C3: Scope of	Work		171		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

if rejected more than seven (7) days of construction – the material shall be removed and replaced and the layer reworked with 100% stabilizing (ii) agent.

THE CONTRACT Part C3: Scope of Work

Employer	Witness 1	Witness 2	Contractor	, i	Witness 1	Witness 2

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Witness 1 Witness 2 Contractor Witness 1

Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

B16 SECTION 4200: ASPHALT PAVEMENTS AND SEALS

(a) B4202 Materials

- a) Bituminous binders
  - i) Conventional binders

Add the following:

"The binders to be used shall be as follows:

- a) Continuously graded surfacing course: 60/70-penetration grade bitumen
- b) Continuously graded base: 40/50-penetration grade bitumen

## Add the following:

The road grade bitumens shall in addition conform to the ductility requirements of table 4202/12. The 'spot test' in the SABS 307 may also become an on site test is so instructed by the engineer (refer B4214(d)). The frequency of testing shall be as ordered by the engineer.

Table 4202/12: Ductility specifications

		Penetrat	)		
Property	40/50	60/70	80/100	150/20 0	Test method
		Requi			
Ductility @ 10 ° C, cm, min	-	-	100	100	DIN 52013
Ductility @ 15 ° C, cm, min	100	100	-	-	DIN 52013
Performance when subjected to the rolling thin film oven test:					ASTM D2872
(a) Ductility @ 10° C, cm, min (b) Ductility @ 10° C, cm, min	- 5	- 10	5 -	10 -	DIN 52013 DIN 52013

b) Aggregates

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactures using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted.

#### v) Absorption

Add the following new sentence:

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

## viii) Grading

Delete the second paragraph commencing with "The target grading..." and add the following paragraphs:

"The grading limits for the combined aggregate grading for the asphalt base shall be as specified in table 4202/6: Continuously graded 26,5m maximum.

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium

#### c) Fillers

Delete the second last sentence of the first paragraph and replace with:

"With the exception of stone mastic asphalt, in no instances shall more than 2% by mass of active filler be used in the mixes"

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following after the last paragraph:

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

General h)

Add the following after the second paragraph:

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

#### <u>A2</u> **B4203 Composition of Asphalt Base and Surfacing Mixtures**

Add the following after the first paragraph:

"The contractor is required to work in close co-operation with the engineer during the mix design process. Details of the testing programme will be agreed between the engineer and contractor. Testing will include rut resistance testing, fatigue testing as well as Dynamic Creep testing. Sufficient time (at least 6 weeks from submission of all mix designs to the engineer) must be allowed in the programme for testing by external laboratories (e.g. SRT, CSIR). The contractor must include the cost of the test for the specified criteria, as well as the special tests above, in the price of the asphalt."

Add the following:

Employer

"Asphalt mixes must comply with the following requirements included in table B4203/1."

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

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

"or aggregate content"

Delete the fifth paragraph and replace with the following:

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

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

Table B4203/2: Asphalt mix requirements

			Mix	Туре		
		Conventional Asphalt				
Property	Unit	Continuously graded Asphalt base (26,5mm max.)		Continuously (medium or fine) graded asphalt surfacing		
		Max.	Min.	Max.	Min.	
Marshall stability (60°C)	kN	18	8	18	8	
Marshall flow	mm	6	2	6	2	
Stability/flow ratio	kN/mm	1	2,5	-	2,5	
Voids in the mix:						
□ Slow lane	%	6	4	6	4	
<ul><li>Other lanes</li></ul>	%	6	4	6	4	
Voids in mineral aggregate	%	-	14	-	15	
Filler/bitumen ratio		1,5	1,0	1,5	1,0	
Air permeability cm <sup>2</sup>	cm <sup>2</sup>	1 x 10 <sup>-8</sup>	-	1 x 10 <sup>-8</sup>	-	
Film thickness of bitumen	Micron s	1	5,5	-	5,0	
Indirect tensile strength (25°C)	kPa	1	800	-	800	
Dynamic Creep Modulus (40°C)	MPa	-	20	-	20	
Immersion index	%		80		80	
Modified Lottmann* (TSR) Moisture susceptibility Modified Lottman test	%		0.7		0.8	

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Test requirements for the rutting and fatigue tests to be agreed between the contractor and the engineer

B4204 Plant and equipment

b) Mixing plant

Add the following:

"All binders and modified binders shall have a calibrated delivery system which can deliver within 1,5% of mass delivered to the mixing plant."

# A3 B4205 General limitations and requirements and the stockpiling of mixed material

- c) Surface requirements
  - iii) Tack coat

Add the following new paragraph:

"Hand spraying shall only be permitted on areas approved by the engineer. The binder distribution shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause B4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush."

#### A4 B4206 Producing and transporting the mixture

- b) Production of the mixture
  - ii) Using drum-type mixer plants

Add the following:

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

c) Transporting the mixture

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

Add the following paragraph:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory."

Add the following new subclause:

"f) Approval of asphalt mixture

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

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: "Instruction for the Completion of As-Built Materials Data Sheets" with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractors cost.

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

After approval is obtained for the laboratory design mix, a plant mix at varying binder contents of approximately 5 to 10 tons each shall be produced. The purpose of the plant mix is for the contractor to prove that the laboratory design mix can be produced successfully. The engineer shall conduct the necessary testing on the plant mix. The plant mix shall not be placed on the road. During the production of the plant mix, the engineer shall be afforded the opportunity to inspect the asphalt plant.

After the plant mix is approved, permission shall be given for laying a trial section at varying binder contents in accordance with the requirements of section 4211 of the specifications. The Engineer may require that the mix be further assessed by means of CSIR Wheel Tracking or MMLS testing, the cost of which will be borne by the Employer. Mass production of asphalt shall only commence after approval of the trial section, which should be given within a maximum of ten days.

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

The engineer may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced."

## **A5** B4207 Spreading the mixture

Add the following:

"The asphalt levelling and scratch coats shall be constructed in layers with thicknesses varying from feather edge up to 75mm. Layers thicker than 75mm need to be constructed in two or more layers. All the specified requirements for asphalt (e.g. density, tolerances, etc.) shall be equally applicable to the construction of an asphaltic levelling and scratch coats."

#### A6 B4208 Joints

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.

#### B4211 LAYING TRIAL SECTIONS

THE CONTRACT

Add the following:

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"Comprehensive testing will be undertaken on samples of the asphalt mix taken from the trial sections. The contractor must therefore make allowance in his rates for the trial section for a waiting period of at least 4 weeks for the completion of the testing programme before the final approval of the production mix can be given."

## A7 B4214 Quality of Materials and Workmanship

b) Coring of asphalt layers

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

c) Routine inspection and tests

Add the following paragraph:

"The contractor shall keep accurate records of:

- The position where every truckload of asphalt is paved (chainage, lane, time and date).
- ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- iii) The truck number from which control samples are taken. All samples taken shall be appropriately numbered."

Add the following subclause:

a) Special tests

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

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

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Any bitumen having an n-Heptance-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

## **B4215 MEASUREMENT AND PAYMENT**

Amend the following payment item:

"Item Unit

(i) B42.0 100mm cores in asphalt paving number (no)

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

"irrespective of depth of core.

e) Surfacing constructed with bitumen rubber semi open graded With 19.5mm max

Insert the following paragraphs after the 1st paragraph

aggregate.....ton(t)

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### **GENERIC LABOUR-INTENSIVE SPECIFICATION**

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

#### Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

## Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this Contract, the requirements of this specification shall prevail.

Hand excavatable material

Hand excavatable material is material:

- a) granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
  - where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
  - whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 107. 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS		
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION	
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle	
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30- 40mm; can be moulded by fingers with some pressure	
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade	
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers	

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GRANULAR MATER	RIALS	COHESIVE MATER	RIALS
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point

#### **Trench excavation**

All hand excavateable material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers.

- a) to 90% Proctor density.
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### Clearing and grubbing

Grass and small bushes shall be cleared by hand.

#### Shaping

All shaping shall be undertaken by hand.

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### Loading

All loading shall be done by hand, regardless of the method of haulage.

#### Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

#### Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

#### **Spreading**

All material shall be spread by hand.

#### Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

#### Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

#### Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

#### **Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry unit and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that eight workers can conveniently and simultaneously acquire a proper hand hold on them."

## **EXPANDED PUBLIC WORKS PROGRAMME**

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#### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

#### Requirement for Sourcing and engagement of Labour

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

The minimum rate of pay set for the EPWP is R.....per task or per day.

- © Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- (d The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.
- (e The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

#### C3.5 MANAGEMENT

## C3.5.1 Management of the Works

## C3.5.1.1 Applicable Specifications

Series COLTO Standard specification for Roads and Bridge Works for State Road Authorities, including the variations and additions thereto included in section C3.4.2 of this document shall be applicable to this contract.

## C3.5.1.3 Construction Programme

The Contractor shall supply within the period stated in the Contract Data a suitable and realistic construction programme that is based on the construction drawings issued by the Engineer, for consideration by the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works, as well as the resources that will be allocated to each item or phase of the Works. Quantities proposed for execution during each month must be shown. In addition, the anticipated cash flow for the Contract, based upon these quantities, shall be shown following the prescribed format.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of

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the Engineer or his Representative. Should such approval be given an adjusted programme shall be produced within seven (7) days and submitted to the Engineer for evaluation.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

#### C3.5.1.4 Drawings, Operation and Maintenance Manuals

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

#### C3.5.1.5 Site Administration

An index to the Engineer's standard site administration forms as well as examples of some of the administration forms is appended as in Part C4.6. Acceptance control, record keeping, and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used.

#### C3.5.1.6 Daily Site Diary

The daily site diary in accordance with the pro forma appended in Annexure A shall be kept up to date by the Contractor's Representative and will be signed on a daily basis by the Engineer's Representative.

## C3.5.1.7 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

## C3.5.1.8 Information in Respect of Employees

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Information relating to labour and management on Site shall be recorded in the daily site diary in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

#### C3.5.1.9 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

#### C3.5.1.10 Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

#### C3.5.1.11 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

#### C3.5.1.12 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's representative on Site not later than the 20<sup>th</sup> of each month (or as agreed between the Contractor and the Engineer).

All quality calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard forms that are appended as annexure to the Scope of Works.

## C3.5.1.13 Environmental Management Plan

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan appended in this document (if any).

#### C3.5.1.14 Community Liaison and Community Relations

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In all dealings with communities through which the Works are to be executed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognizance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Contract Data, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

#### C3.5.1.15 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

## C3.5.1.16 Features Requiring Special Attention

C3.5.1.16.1 Built-up Areas

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The Contractor's attention is drawn to the fact that the Works will be constructed inside built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Scope of Work. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

#### C3.5.1.16.3 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

#### C3.5.1.16.4 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works.

#### C3.5.1.16.5 Survey and Setting Out

The Engineer has established survey beacons on site from which the Contractor can set out the Works. The position and co-ordinates of the permanent survey beacons have been shown on the drawings. The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor to completion of the Works. Property beacons and trigonometrically survey beacons that are disturbed or destroyed during the course of the contract shall be replaced at the Contractor's cost by a registered land surveyor who shall verify such replacement The Contractor's attention is drawn to the requirements of SABS 1200 A (General), Clause 5.1, in this respect.

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 from the beacons established above and for the provision of all necessary instruments, appliances and labour in connection therewith. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

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The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer shall, in respect of cost of such rectification, be entitled to make a claim in accordance with Clause 48 of the Contract Data.

#### C3.5.1.17 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 34 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

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# CONTRACT PART C4: SITE INFORMATION

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

C4.1: Location of the Works
C4.2: OHS Specifications

C4.3: Site Administration Forms

THE CONTRACT
Part C4: Site Information

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

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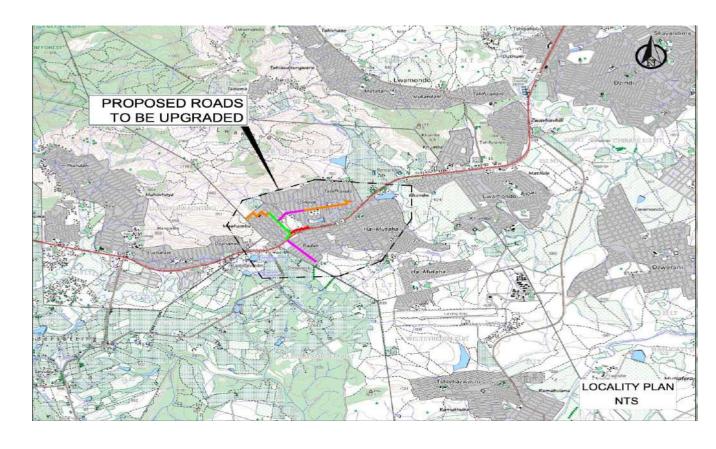
## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

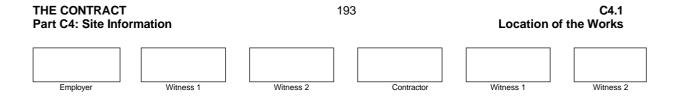
## C4.1 Location of the Works

The area is located within the Makhado Municipality, Limpopo Province, in a small rural mining township called Tsianda, approximately 40 km North East of Makhado town along road R 524.

AREA	LATITUDE	LONGITUDE
Tsianda	23,05729° S	30,34414° E

Figure 0-1 Location of Project Site







**BID NO: 70 OF 2023** 

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

**C4.2 OHS Specification** 

## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

**MAKHADO MUNICIPALITY** 

For

CIVIL CONSTRUCTION &
BUILDING PROJECTS

THE CONTRACT Part C4: Site Infor	mation		194		OHS S	peci	C4.2 fications
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

Occupational health and safety specification for UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1-TSIANDA

## 1 Scope

This health and safety specification in respect of an engineering and construction works contract:

- a) provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of1993(Act No.85 of 1993) and its regulations, Construction Regulations 2014, Electrical installation regulations as well as applicable Municipality By laws.
- b) establishes the manner in which the Principal Contractor is to manage the risk of health and safety incidents in the execution of the contract; and
- c) establishes the manner in which the Principal contractor will interact with the Clients Agent.

**Note:** 1) This specification establishes specific requirements to enable the Client and the Principal contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations2014 as well as applicable Municipal By laws.

- 2) The Construction Regulations, 2014, require the Client or its appointed Agent to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.
- 3) This specification establishes health and safety requirements Site specific requirements for health and safety as stated in the scope of work associated with a contract.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

#### 2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**Competent person:** any person having the knowledge, training and experience specific to the work or task being performed

**Employer's Health and Safety Agent:** the person appointed as agent by the Employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

**ergonomics**: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

**health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

healthy: free from illness or injury attributable to occupational causes

**incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
  - i) a dangerous substance was spilled;
  - ii) the uncontrolled release of any substance under pressure took place;

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control inspector: a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from;

registered person: a person registered in terms of the Electrical Installation Regulations

risk: the probability that injury or damage will occur

safe: free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

#### 3 Structure

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support
- c) or means of access during construction work; or

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	N.C.	Mr.			Mr	
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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**workplace:** any premises or place where a person performs work in the course of his employment

#### 4 Interpretation

The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

#### 5 Requirements

#### **General requirement**

The Principal Contractor shall:

- a) create and maintain a safe and healthy work environment,
- b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, Applicable Municipal By Laws and in so doing, minimize the risk of incidents occurring; and
- c) respond to the notices issued by the Client's Health and Safety Agent as follows:
  - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
  - 2) Contravention Notice: rectify contravention as soon as possible;
  - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

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#### Administration

#### Notification of intention to commence construction work

The Principal Contractor shall notify the Provincial Director of Labour in writing using a form Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- a) involves the demolition of a structure exceeding a height of3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
  - i) excavation work deeper than 1m
  - ii) working at a height greater than 3 m above ground or a landing.

The Principal Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Principal Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

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#### Copy of the Act

The Principal Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

#### Good standing with the compensation fund or a licensed compensation insurer

The Principal Contractor shall before commencing with any works on the site provide the Client's Health and Safety Agent with proof of good standing with the compensation fund or with a licensed compensation insurer.

#### **Emergency procedures**

The Principal Contractor shall submit for acceptance to the Client's Health and Safety Agent an emergency procedure which include but not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency.
- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

The Principal Contractor shall within 24 hours of an emergency taking place notify the Client's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

#### Health and safety file

The Principal Contractor shall maintain on site a health and safety file which contains copies of the following, as relevant:

#### a) documents required prior to commencing with physical construction activities

- the Principal Contractor's health and safety policy, signed by the chief executive officer, which outlines the Contractor's objectives and how they will be achieved and implemented by the Contractor;
- 2) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation:

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- 3) the letters of appointment, as relevant, of the construction Manager for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
- 4) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installation Regulations;
- 5) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- 6) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installation Regulations;
- 7) the preliminary hazard identification undertaken by a competent person;
- 8) the organ gram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
- 9) the Principal contractor's health and safety plan;
- 10) the emergency procedures;
- 11) the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
- 12) proof that the Principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

### b) documents required after construction activities have commenced

- 1) the letters of appointments, if relevant, of:
  - persons who are required to assist the construction Manager;
  - ii) safety officers;
  - iii) health and safety representatives;
  - iv) replacement construction supervisor, and
  - v) assistants of construction supervisor.
- 2) any revisions to the organ gram which outlines the roles and responsibilities of the

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construction Manager's assistants and safety officers;

- 3) each and every subcontract agreement;
- 4) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- 5) proof of all subcontractor's induction training whenever it is conducted;
- 6) copies of the minutes of the Principal Contractor's subcontractors health and safety meetings;
- 7) copies of each of the Principal Contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the subcontractor's objectives and how they will be achieved and implemented by the subcontractor;
- 8) the health and safety plans of all the Principal Contractor's subcontractors who are required to provide such plans;
- 9) a comprehensive and updated list of all the subcontractors employed on site by the Principal contractor, indicating the type of work being performed by such subcontractors:
- 10) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- 11) any report made to an inspector by the health and safety committee;
- the minutes of all health and safety meetings and any recommendations made to the Principal Contractor by the health and safety committee;
- the findings of all audit reports made regarding the implementation of the Principal Contractor's or a subcontractor's health and safety plan;
- 14) the inputs of the safety officer, if any, into the health and safety plan;
- details of induction training conducted whenever it is conducted including the list of attendees;
- 16) proof of the following where suspended platforms are used:
  - i) a certificate of system design issued by a professional engineer,

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- professional certificated engineer or a professional engineering technologist;
- ii) proof of competency of erectors;
- iii) proof of compliance of operational design calculations with requirements of the system design certificate;
- iv) proof of performance test results;
- v) sketches indicating the completed system with the operational loading capacity of the platform;
- vi) procedures for and records of inspections having been carried out;
- vii) procedures for and records of maintenance work having been carried out;
- viii) proof that the prescribed documentation has been forwarded to the provincial director;
- 17) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- 18) a copy of risk assessments made by competent persons
- 19) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- 20) the names of the first aiders on site and copies of the first aid certificates of competency;
- 21) the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- 22) details of all incidents together with the Contractor's report on such incident; and
- 23) the record of inspections carried out by the designers of structures to ensure compliance with designs.

The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the Client's Health and Safety Agent or employee of the Contractor upon the request of such persons.

The Principal Contractor shall hand over the health and safety file to the Client's Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

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### Health and safety committee

The Principal Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Principal Contractor. Such meetings shall be convened at least once every month to:

- a) make recommendations to the Principal Contractor regarding any matter affecting the health or safety of persons on the site; and
- discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

The Principal Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

The Principal Contractor shall ensure that minutes of the health and safety committee meetings are kept.

#### Inspections, formal enquires and incidents

The Principal Contractor shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

The Principal Contractor shall record all incidents and notify the Client's Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.

The Principal Contractor shall investigate all incidents and issue the Client's Health and Safety Agent with copies of such investigations.

### Personal protective equipment and clothing

The Principal Contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

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- b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

#### **Appointments**

### Health and safety representatives

The Principal Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the Principal Contractor relating to that employee's health or safety on the site;
- e) make representations to the Principal Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

The Principal Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

c) as soon as reasonably practicable of the occurrence of an incident on the site.

The Principal Contractor shall record all incidents and notify the Client's Health and Safety

THE CONTRACT Part C4: Site Information		20	)7	C4.2 OHS Specifications			
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Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.

The Principal Contractor shall investigate all incidents and issue the Client's Health and Safety Agent with copies.

#### Personal protective equipment and clothing

The Principal Contractor shall ensure that:

- d) all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- f) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

### **Appointments**

## Health and safety representatives

The Principal Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- f) review the effectiveness of health and safety measures;
- g) identify potential hazards and potential major incidents;
- h) in collaboration with his employer, examine the causes of incidents;
- i) investigate complaints by any employee of the Principal Contractor relating to that employee's health or safety on the site;
- j) make representations to the Principal Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

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- j) inspect the site with a view to, the health and safety of employees, at regular intervals;
- k) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- I) participate in any internal health or safety audit.

The Principal Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3

### Appointment of construction Manager and supervisor as well as safety officer

The Principal Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction Manager for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction Manager.

The Principal Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer registered with a professional body in accordance with construction Regulations 2014 in writing, who has in the Principal Contractor's opinion the necessary competencies and resources, to assist the Principal Contractor in the control of all safety related aspects on the site.

The Principal Contractor shall compile and maintain an organ gram which outlines the roles and responsibilities of the construction Manager's assistants and safety officers.

#### **Competent persons**

The Principal Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) . formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;

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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

e)

f)

g)

h)

i)

j)

suspended platform work operations;

material hoists;

operation of batch plants;

vehicles and mobile equipment;

explosive power tools;

fire equipment; and

g) th	e stacking and sto	rage of article	s on the site.						
The Co	ntractor shall appo	oint in writing o	competent person	s to:					
a)	induct employee	s in health an	d safety; and						
b)	prepare a fall pro	otection plan.							
Client'	s health and safet	ty agent							
The Cli	ent's Health and S	Safety Agent sl	nall:						
a)				n the requirements tion activities on th		ion prior			
b)	accept or reject all safety plans, giving reasons for rejecting such plans;								
c)	monitor the effective implementation of all safety plans;								
d)	conduct periodic the requirements			h and safety file to	establish complia	nce with			
e)	wherever necess to the Contracto	sary, Improve or or any of	ment Notices, Co	spections, and bas ntravention Notice subcontractors wi	s and Prohibition	Notices,			
The Pri	ncipal Contractor s	shall invite the	Client's Health ar	d Safety Agent to a	audit compliance	with the			
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requirements of this specification before commencing with any physical construction activity on the site.

### Creating and maintaining a safe and healthy work environment

## General

The Principal Contractor shall with respect to the site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Principal Contractor shall ensure that:

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of information, if any, provided by the designer of the structure is taken into account THE CONTRACT

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  Part C4: Site Information

  OHS Specifications

						-	
Employer	Witness 1	Witness 2	Contractor	l	Witness 1	J	Witness 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

in the risk assessment;

**Note:** The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The Principal Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification.

### Risk assessment

The Principal Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

- Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g.by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).
- 4) **Record the findings** by writing down the findings of the risk assessment.

The Principal Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

Notwithstanding the provisions of the fall protection plan, the Principal Contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipments:

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- suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
- ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

Where roof work is being performed on a construction site, the Contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees; prominent warning notices are to be placed where all covers to openings are not of
- d) sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

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### Health and safety plans

The Principal Contractor shall prior to commencing the works to which this specification applies, submit to the Client's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan shall as a minimum provide:

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1);and

Table 1: Example of the format of a health and safety plan

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

b) an outline of the manner in which the Principal contractor intends complying with the requirements of this specification.

The Principal contractor shall discuss the submitted health and safety plan with the Clients' Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Principal contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

The Principal contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Principal contractor shall update the health and safety plan whenever changes to the works are brought about

### Fall protection plan

The Principal contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

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The Principal contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

## Responsibilities towards employees and visitors

The Principal Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Principal contractor shall ensure that all employees under his or her control are:

- informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working onsite.

The Principal contractor shall cause a record of training to be kept which indicates the names, identity numbers and job description of all those who attended such training.

The Principal contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

The Principal contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

d)

The Principal contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

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- a) unauthorized entrance prohibited;
- b) signage to indicate what personal protective equipment is to be worn; and
- c) activity related signs.

The Principal contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at workplace.

#### **Subcontractors**

The Principal contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor to:

- a) co-operate with the Principal contractor as far as is necessary to enable both the Principal contractor and sub-contractor to comply with the provisions of the Act; and
- b) as far as is reasonably practicable, promptly provide the Principal contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The Principal contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and any work specific information which might be pertinent to the sub-contract.

The Principal contractor shall take reasonable steps as are necessary to ensure:

 co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and that each sub-contractor's health and safety plan is implemented

The Principal contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The Principal contractor shall stop any subcontractor from executing construction work which is not in accordance with the Contractor's or subcontractor's health and safety plan for the

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site or which poses a threat to the health and safety of persons.

The Principal contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The Principal contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing onsite;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

The Principal contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The Principal contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working onsite.

### First aid, emergency equipment and procedures

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The Principal contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Principal contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

#### **Facilities for workers**

The Principal Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- a) at least one shower facility for every 15workers;
- b) at least one sanitary facility for every 30workers;
- c) changing facilities for each sex; and
- d) Sheltered eating areas.

The Principal contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

Signed this	day o	of 20	at		
		(Place)			
(Full name)		(S	ignature)		
On behalf of Contractor Responsibl					ne Principal
THE CONTRACT Part C4: Site Information	1	219	9	OHS Spo	C4.2 ecifications
Employer V	Vitness 1	Witness 2	Contractor	Witness 1	Witness 2



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contractor) Witnesses 1. ..... 2. ..... at ......(Place) (Full name).....(Signature)..... On Behalf of Client/Agent. (Contracts and/or Project Manager) Witnesses ..... 2. ..... THE CONTRACT C4.2 220 Part C4: Site Information **OHS Specifications** 

Witness 2

Employer

Witness 1

Witness 1

Contractor

Witness 2



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## ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 Regulation 3 of the Construction Regulations, 2014

# NOTIFICATION OF CONSTRUCTION WORK

1.(a)	Name and postal address of principal contractor:									
(b)	Name and tel. no of principal contractor's contact person:									
2.	Principal contractor's compensation registration number:									
3.(a)	a) Name and postal address of client:									
(b)	(b) Name and tel no of client's contact person or agent:									
4.(a)	Name and	l postal addres	s of designer(s) fo	r the project:						
(b)	(b) Name and tel. no of designer(s) contact person:									
	CONTRACT C4: Site Inform	nation	22	1	OHS Sp	C4.2 ecifications				
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-	Name and telephone number appointed in terms of regu		ontractor's constr	uction supervisor	on site
. N	ame/s of principal contracto regulation 16.(2).	r's sub-ordinate :	supervisors on sit	e appointed in te	rms of
	Exact physical address of	the construction	site or site office:		
	Nature of the construction	work:			_
O.	Expected commencement Expected completion date:				_
	Estimated maximum numb				
	Planned number of contract contractor:  Name(s) of contractors already		ruction site accou	ntable to principa	al
	CONTRACT C4: Site Information	22	22	OHS Spe	C4.2 cifications
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UPGRADING OF ROAD	TSIANDA MARUNDU TO	D MILITARY BASE -PHASE 1
rincipal Contractor		Date
Client	_	Date
DEPARTMENT OF LA      ALL PRINCIPAL CONT     IF ANOTHER PRINCIPAL	RACTORS THAT QUALIFY	NCEMENT OF WORK ON SITE.  TO NOTIFY MUST DO SO EVEN IE SAME SITE HAD DONE SO
THE CONTRACT Part C4: Site Information	223	C4.2 OHS Specifications



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# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

	GOVERNMENT	NOTICE				
	EPARTMENT O	F LABOUR				
No. R					2	014
Occupa	tional Health and	Safety Act, 1	993			
Incorporation of Safety	Standards in the	Construction	Re	gulations, 20°	14	
Under section 44 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), I, Thembelani Waltermade Nxesi, Minister of Labour, after consultation with the Advisory Council for Occupational Health and Safety, hereby incorporate in the Construction Regulations, 2014 the health and safety standards specified in the Schedule.						
SCHEDULE						
1. Regulation 14(1)						
The South African Bureau of Standurent The Design, Erection, Use and In				, as amende	d, e	ntitled
2. Regulation 15(2)(a)						
The South African Bureau of Standards' Standard Specification SABS EN 1808, as amended, entitled" Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".						
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The South African Bureau of Standards' Standard Front-end Specification SABS 1903, as amended, entitled "Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".

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Employer	Mitnoco 1	Mitnoso 2		Contractor	Mitnogo 1		Mitnoso 2



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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

Department of Labour

### GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS, 2014

**Chief Directorate** 

of

### Occupational Health and Safety

- 1. INTRODUCTION
- 2. As the name of the regulation indicates, the General Administrative Regulations determines the administrative procedure of the Occupational Health and Safety Act. This procedure was not placed in the Act itself owing to the fact that changes can be made to a Regulation with greater ease than that of a Section in the Act. A change to a Section of the Act needs to be passed by parliament whereas the Minister of the relevant Department can approve a change in a Regulation.
- 3. The General Administrative Regulations, as is the case with all other regulations, is an extension of the Act and should therefore be seen as a complete unit.
- 3.1 Terms, which were previously defined in the Act, are not redefined in the Regulations. If a specific definition does not appear in the Regulations, then it should be available in Section 1 of the Act.
  - 4. DEFINITIONS
  - 5. All new phrases as well as words (expressions and words which differ from the standard dictionary definitions) that are used in this regulation, which have not been defined in the Act, will be defined in this regulation. Where the Act or regulation refers to "mean" the definition in the Act or regulation must be considered and where there's reference made to "It Includes" definition from the Act and regulation including the oxford dictionary must be considered

6. ACCESS TO PREMISES THE CONTRACT Part C4: Site Information		ES	226	C4.2 OHS Specifications		
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- 7. It is prohibited for an employer to refuse an inspector entry to perform his or her function because an inspector is entitled by the law to enter employer's workplace.
- 8. Employers should always ensure that inspectors are accompanied by a person who has knowledge and experience of the activities and safety requirements of the workplace.

#### 9. EXEMPTIONS

10. Any exemption, which has been granted to any person, shall be signed by the Chief Inspector of the Department of Labour. An person who wishes to apply for an exemption should forward his/her application to the office of the Chief Inspector in Pretoria. The application for exemption should indicate proof that the health and safety of persons who are likely to be affected by the exemption will not bee prejudiced in consequences of it. Health and safety representatives and committees must be consulted during the whole process and given time to comment.

### 11. COPY OF THE ACT

- 11.1 Employees together with employers have certain duties and rights, which have been assigned to them in terms of the Act. In order to comply with the provisions of the Act and regulations, each employee must have access to a copy of the Act. This regulation requires that—
- 11.1.1 Each employer with 5 or more employees shall have a copy of at least one Act, which will be made readily available for perusal by the employee. Owing in the fact that a workplace can be made up of a very large area, and that the legislator did not intend to be unreasonable, various concessions are made. For example, a meter-reader in the town of Brits' workplace is the Municipal area of Brits. In such a case it is expected that a copy of the Act be made available at the point where the employee reports for duty in the morning, or any other suitable position as agreed upon with the employer.
- 11.1.2 Each employer with less than 5 employees, shall, if requested provide a copy of the Act for perusal by the employees. This includes farm workers and domestic servants.

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11.1.3 The copy of the Act may be an electronic reproduction or from a library. The Act and Regulations are amended from time to time, and it is therefore important to remember that one must obtain a copy of the latest amendments to keep up to date with the current legislation.

### 12. HEALTH AND SAFETY COMMITTEES

- 12.1 Health and Safety committees are made up of all the Health and Safety Representatives together with an equal amount of employer appointee representatives to represent the employer (there can be more than one committee to avoid a large congregation of representatives). If more than two committees are established, each health and safety representative must be member of at least one of the committees. These committees are the point around which self-regulation revolves.
- 12.2 Employer should provide necessary equipment, facilities and stationery required by the committee in order them to perform their functions.
- 12.3 It is important to keep the records of the meeting as they can be used as evidence for action taken to eliminate hazards and vice versa
- 13. NEGOTIATIONS AND CONSULTATIONS BEFORE DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES
- 13.1 The regulation prescribes the items which must be agreed upon during negotiations between the employer and employees representatives. If a dispute arises between the employees and employers or his authorised representative, the matter should be referred for arbitration. Both parties shall submit a statement within a prescribed period to both the arbitrator and the other party concerned.
- 13.2 The statement is to contain the following information:
- 13.2.1 The proposal for the arrangements and procedures for the nomination of the Health and Safety Representatives.
- 13.2.2 The decision which is sought.

13.3 The arbitrator should then:  THE CONTRACT  228  C4.2								
Part C4: Site Info		228		OHS Spe	C4.2 cifications			
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- 13.3.1 Determine when and where the arbitration procedure shall be held. The arbitration may be held in the absence of the party who failed to submit a statement to the arbitrator and other party;
- 13.3.1.1 Determine whether a pre-hearing conference shall be held;
- 13.3.1.2 Determine which arbitration procedures shall be followed;
- 13.3.1.3 Determine the procedures for the admission of evidence;
- 13.3.1.4 Determine the admissibility of hearsay evidence; and
- 13.3.1.5 Determine other relevant procedural matters.
- 13.3.2 In terms of Section 17(2) of the Act both parties are to come to a decision within 14 days as to who the arbitrator shall be. If no decision can be made, the president of the Labour Court is to be notified in writing. The president of the Labour Court in consultation with the Chief Inspector shall appoint an arbitrator, whose decision shall be final. This arbitrator will be entitled to receive remuneration as is payable to an additional member of the Labour Court.

### 14. DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

- 14.1 The employer must designate Health and Safety Representatives as follows:
- 14.1.1 Shops and offices— one for up to 100 employees; and
- 14.1.2 Workplaces other than shops and offices—one for up to 50 employees.
- 14.2 The employer shall ensure that employees designated as health and safety representatives meet the following requirements:
- 14.2.1 Employed in a full-time capacity in the specific workplace or section thereof:
- 14.2.2 Acquainted with conditions and activities at that workplace or section thereof, and

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14.2.3 Taking into account the nature of hazards associated with the activities of the workplace or section thereof, the employer shall provide as far as is reasonable practicable health and safety training to the health and safety representatives on how to identify health and safety risks and how to conduct inspections of the workplace or section thereof.

#### 15. REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES

- 15.1 Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.
- 15.2 Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows—
- 15.2.1 Where a person, as a result of the incident;
- 15.2.2 Dies:
- 15.2.3 Becomes unconscious;
- 15.2.4 Suffers the loss of a limb or part thereof;
- 15.2.5 Is injured to the extent that he is likely to die;
- 15.2.6 Is injured to the extent that he is likely to be permanently disabled;
- 15.2.7 Is injured to the extent that he is likely to be off for a period of 14 days or more;
- 15.2.8 Cannot perform his normal duties (those duties for which he was employed).
- 15.3 An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.
- 15.4 The health and safety of any person is endangered and where –
- 15.4.1 A dangerous substance was spilled.
- 15.4.2 The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place.
- 15.4.3 Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
- 15.4.4 Machines, which ran out of control

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- 15.5 These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.
- 15.6 If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.
- 15.7 Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.
- 15.8 Any other person may <u>in writing</u>, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

## 16. RECORDING AND INVESTIGATION OF INCIDENTS

- 16.1 The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.
- 16.2 These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.
- 16.3 The employer, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonably practicable or within the contracted period of contract workers.
- 16.4 The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

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## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- 16.5 The health and safety committee shall examine this record at their next meeting.
- 17. WITNESS AT AN INQUIRY
- 17.1 The chief inspector can, in terms of Section 32, direct an inspector to hold a formal inquiry as a result of an incident reported in terms of Section 24 (refer to Regulation 6). In such an instance, the inspector shall inform the employer or user of machinery of his intentions, and request the following from him/her:
- 17.1.1 That all persons witness to the incident; and
- 17.1.2 That any other person as required by the inspector be notified in connection with the time, date and venue of the formal inquiry.
- 17.2 The employer or user of machinery is to establish which persons are likely not to attend the inquiry and shall advise the inspector of the names and addresses of such persons to allow the inspector to subpoena such persons.

### 18. RETURNS

18.1 An employer or user shall furnish the inspector with such information as requested for the purpose of the Administration of the Act.

## 19 . COVID19 Virus Personal Protective Equipment

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies.

Examples of PPE include: gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, when appropriate. During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on geographic location, updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19. Employers should check the NICD website regularly for updates about recommended PPE. All types of PPE must be:

Selected based upon the hazard to the worker.

THE CONTRACT Part C4: Site Information		23	32	C4.2 OHS Specifications		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



**BID NO: 70 OF 2023** 

### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

- Properly fitted (e.g. respirators).
- Consistently and properly worn when required.
- Regularly inspected, maintained, and replaced, as necessary.
- Properly removed, cleaned, and stored or disposed of, as applicable, to avoid

contamination of self, others, or the environment.

Employers are obligated to provide their workers with PPE needed to keep them safe while performing their duties. The types of PPE required during a COVID-19 outbreak will be based on the risk of being infected with SARS-CoV-2 while working and job tasks that may lead to exposure.

Workers, including those who work within 2 meters of patients known to be, or suspected of being, infected with SARS-CoV-2 and those performing aerosol-generating procedures, need to use respirators:

• Approved N95 filtering half face respirators as a minimum used in the context of a comprehensive, written respiratory protection program that includes fit-testing, training, and medical exams.

### 1. Construction Work Permit Application

The Construction Regulation 3(1) requires that the client who intends to execute construction work must at least 30 days before that work is carried out apply to the provincial director in writing for a construction work permit to perform the construction work if the intended construction work will:

- 1. exceed 365 days and will involve more than 3600-person days of construction work.
- 2. The tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.

### 2. Health and safety policy

The principal contractor has to provide the Client, as an annexure to the health and safety plan, with a detailed health and safety policy outlining the principal contractor's stance on and principles adopted for health and safety.

#### 3. Cost for health and safety measures during the construction process

THE CONTRACT Part C4: Site Information		2	233		C4.2 OHS Specifications		
Employer	Witness 1	Witness 2		Contractor	Witness 1		Witness 2



**BID NO: 70 OF 2023** 

### **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHS Act and its Regulations. A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1(h).

# a) 9 MEASUREMENT AND PAYMENT

**E 9.1** Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated.

All of the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall be deemed to be included in the rates tendered for the items of work listed below.

ltem Unit

E 9.01 Contractor's initial obligations in respect of the Occupational Health and Safety
Act and Construction Regulations

Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and subcontractors and provided medical certificate
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item Unit

THE CONTRACT Part C4: Site Information		23	4	C4.2 OHS Specifications		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



**BID NO: 70 OF 2023** 

## **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE-PHASE 1**

E 9.02 Contractor's time related obligations in respect of the Occupational Health and Safety Act, Construction Regulations (2014) and Disaster Management Act of 2002 as amended for administrative Controls for SARS (COVID 19) Virus

Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations 2014 and Disaster Management Act 2002 as amended for administrative controls required action towards meeting policy or procedures ( and control for SARS (covid-19) virus to reduce or minimize exposure to a hazard.which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item E 9.01 has been made.

Item Unit

### E 9.03 Submission of the Health and Safety File

Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

THE CONTRACT Part C4: Site Information		23	35	C4.2 OHS Specifications		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



**BID NO: 70 OF 2023** 

# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# **C4.3 Site Administration Forms**

All site administration documents will be handed over at the site handover meeting.

THE CONTRACT Part C4: Site Information		2	36		C4.3 Site Administration Forms		
	Me	M			ME		M

oyer Witness 1 Witness 2 Contractor



BID NO: 70 OF 2023

# **UPGRADING OF ROAD TSIANDA MARUNDU TO MILITARY BASE -PHASE 1**

# **TENDER DRAWINGS**

TENDER DRAWINGS			237		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

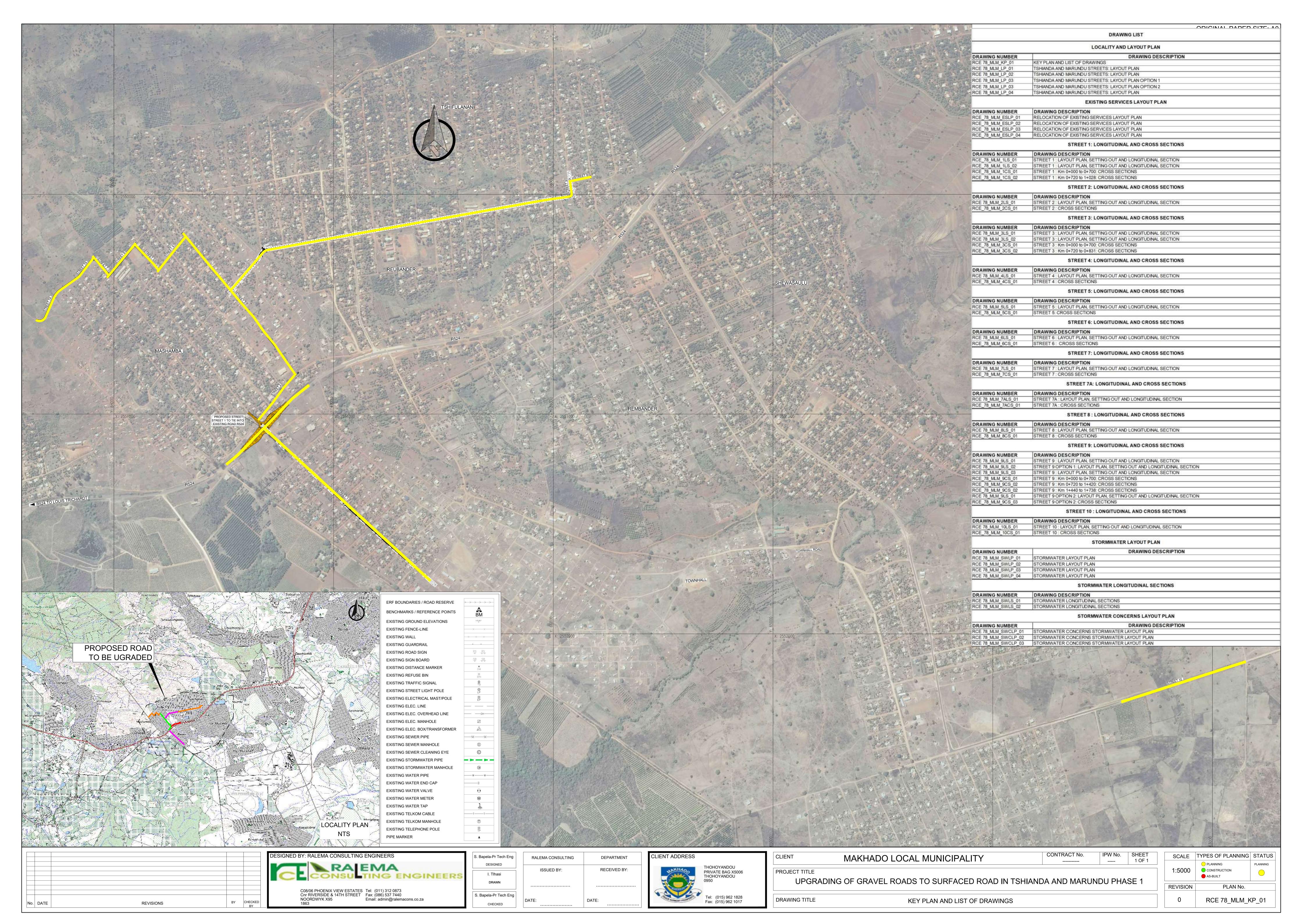


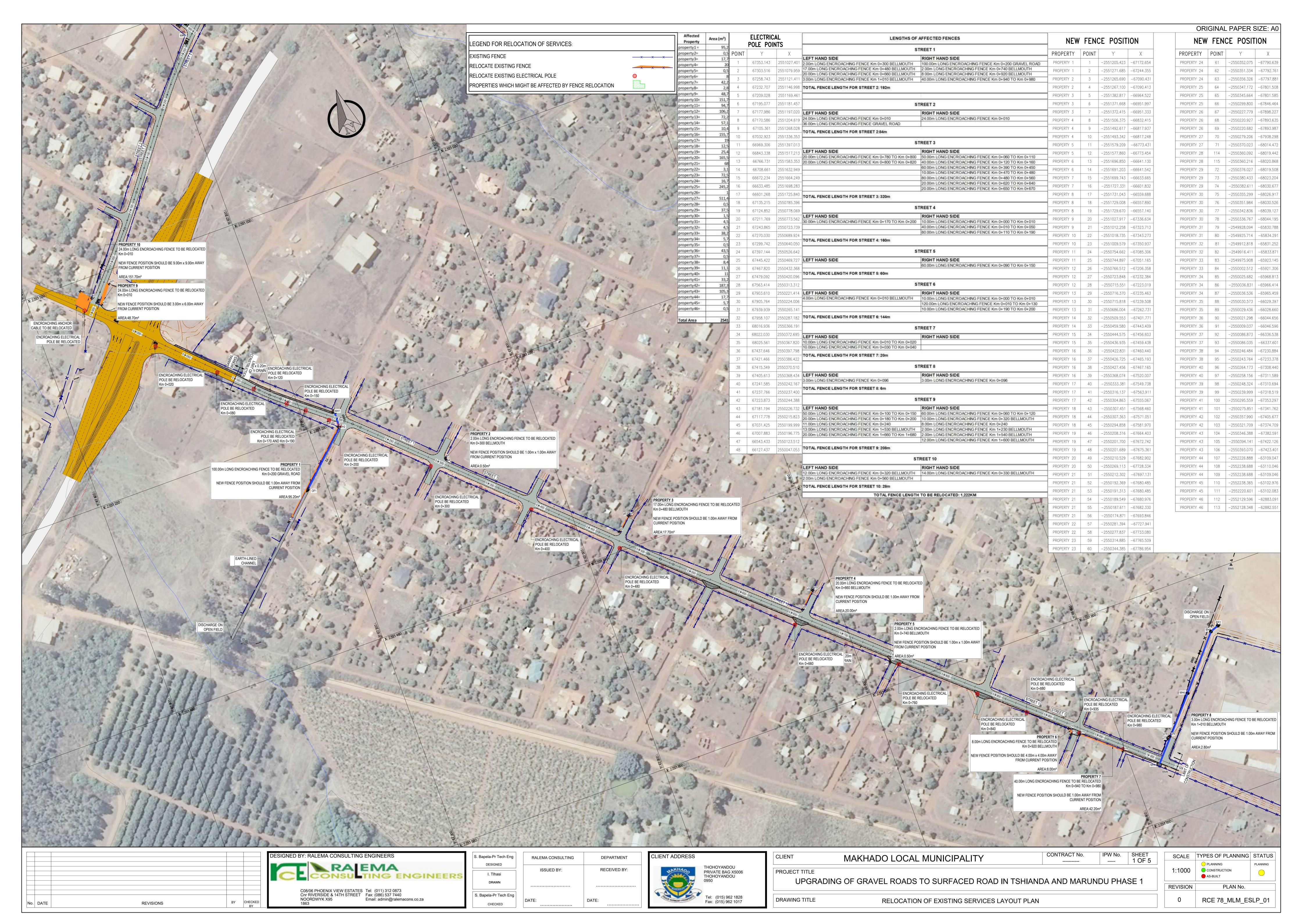
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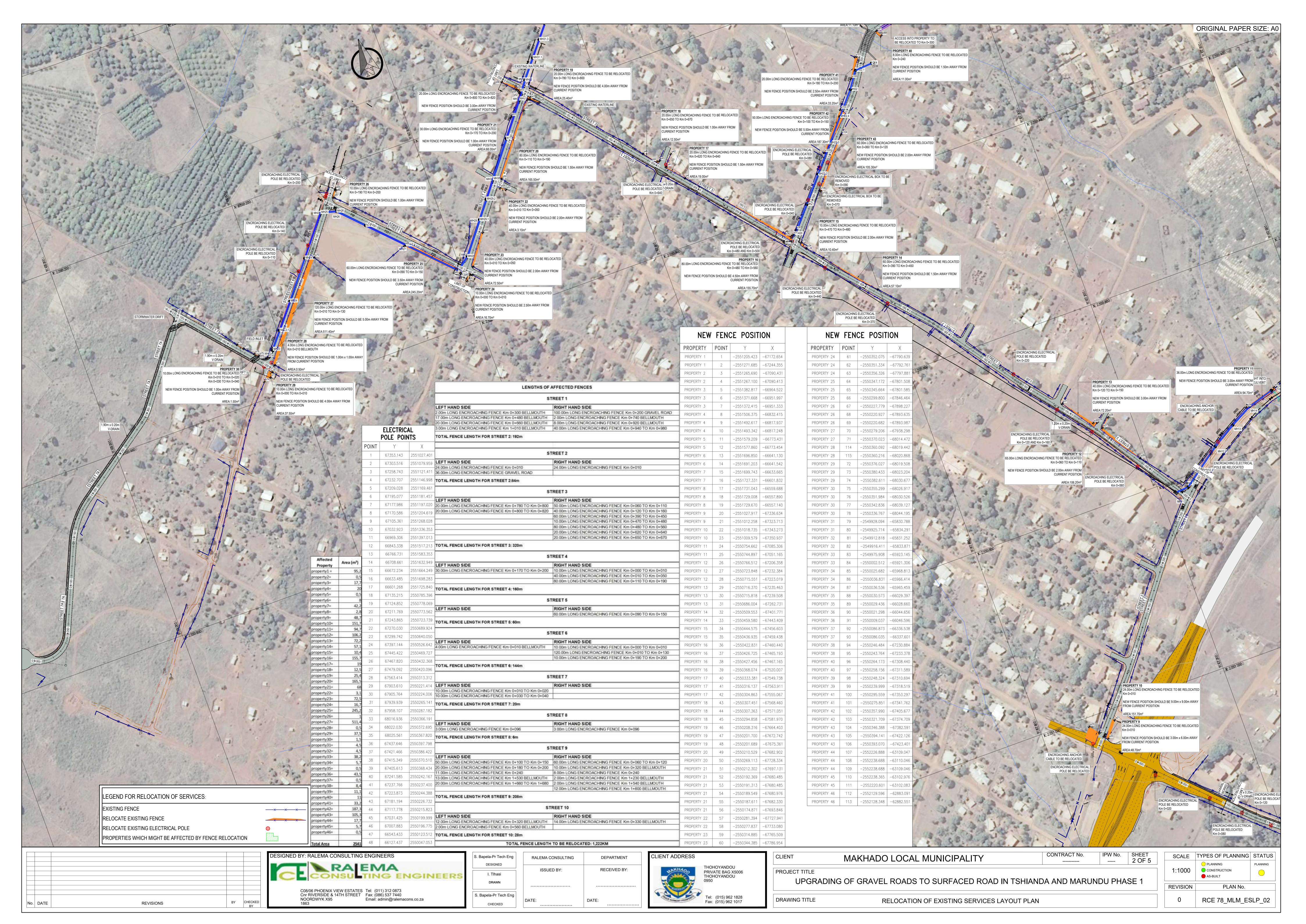
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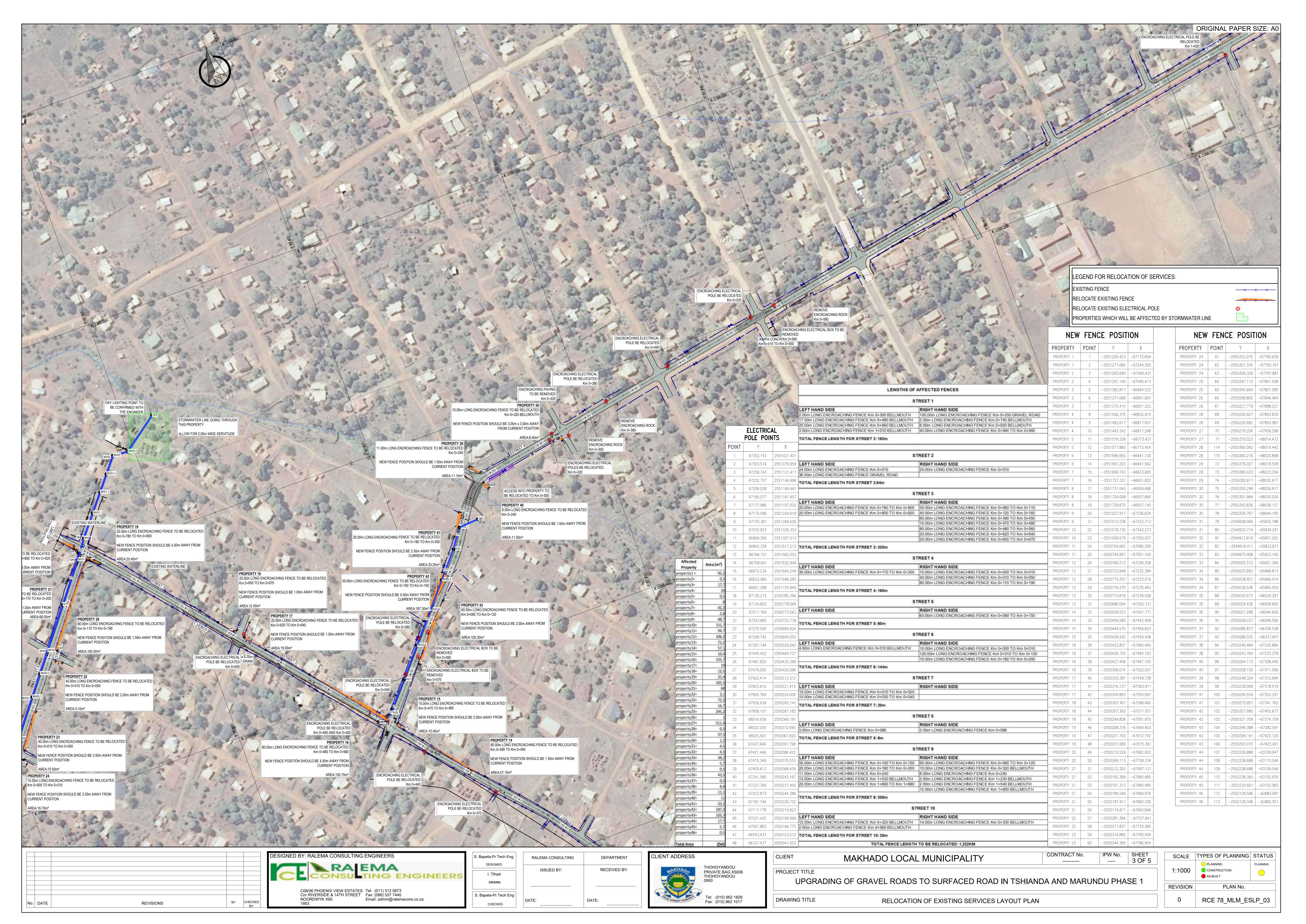
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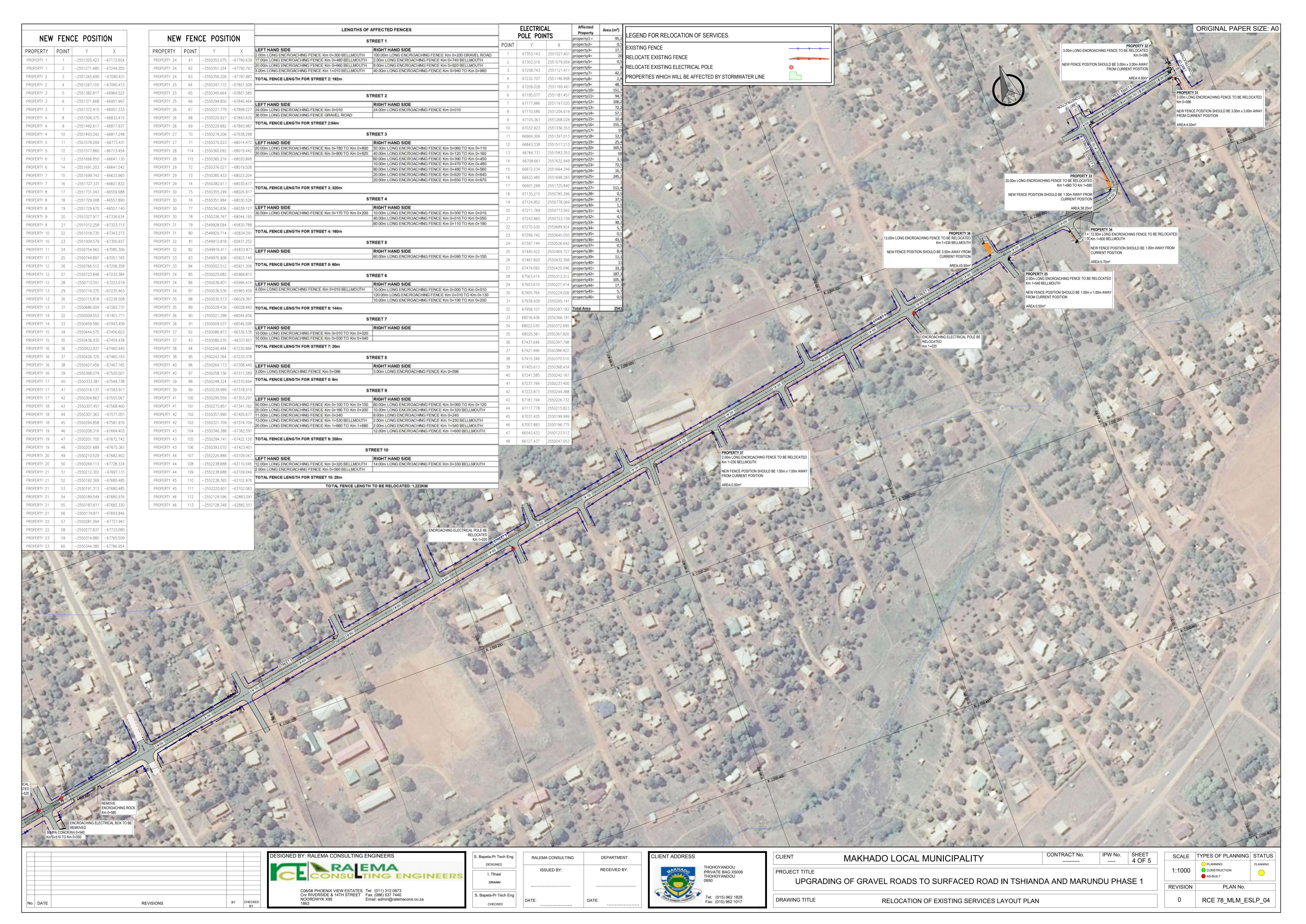
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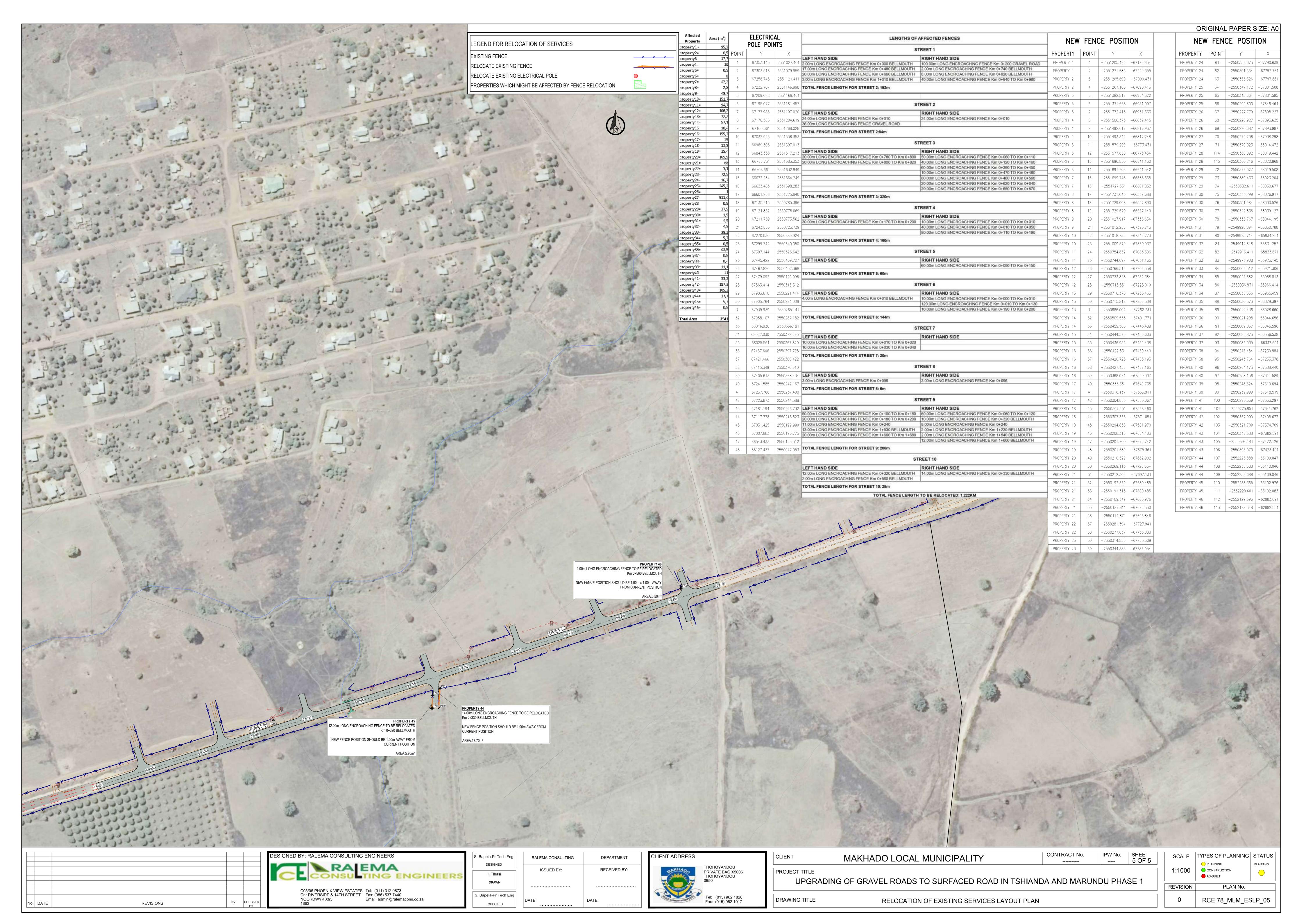


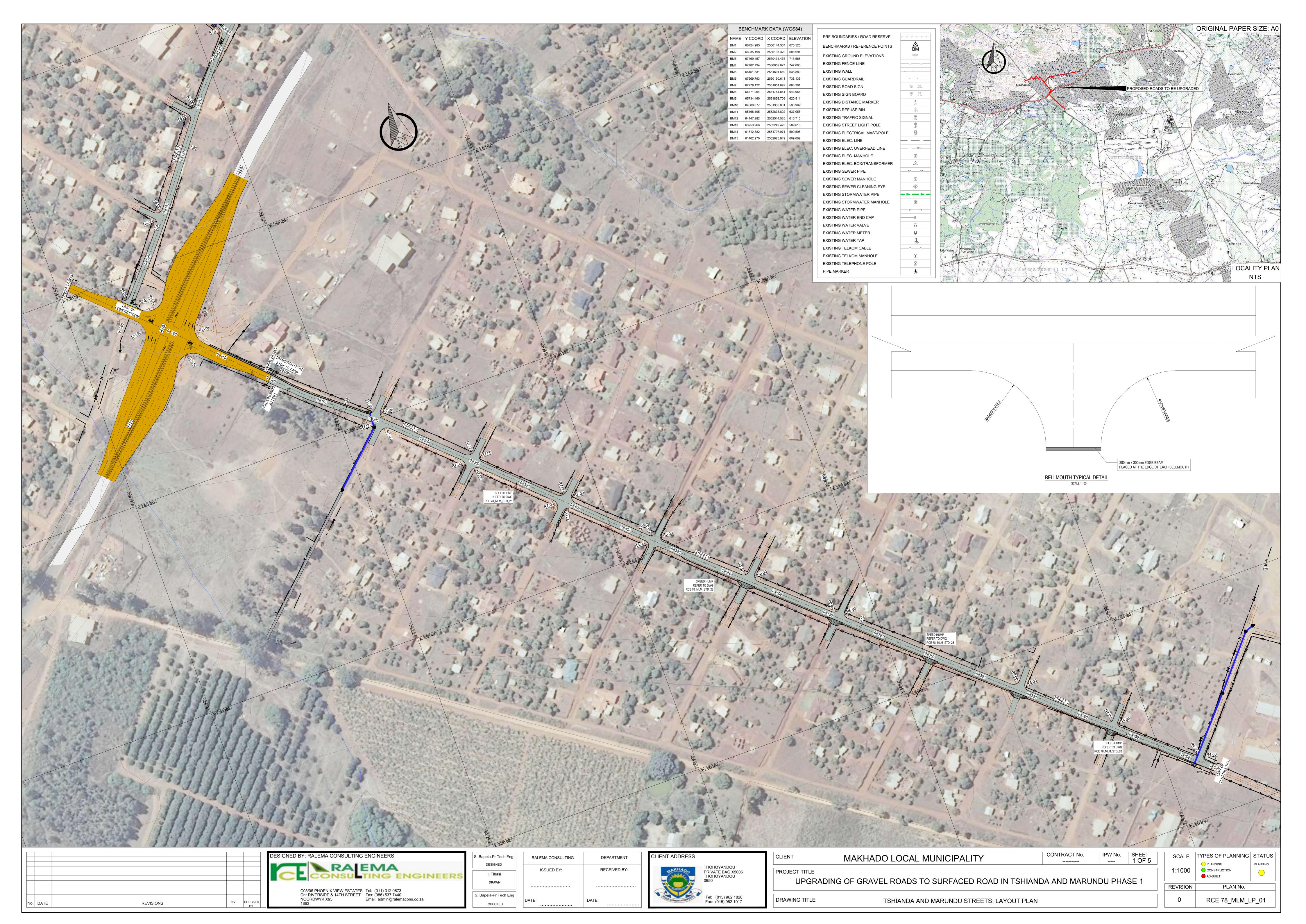


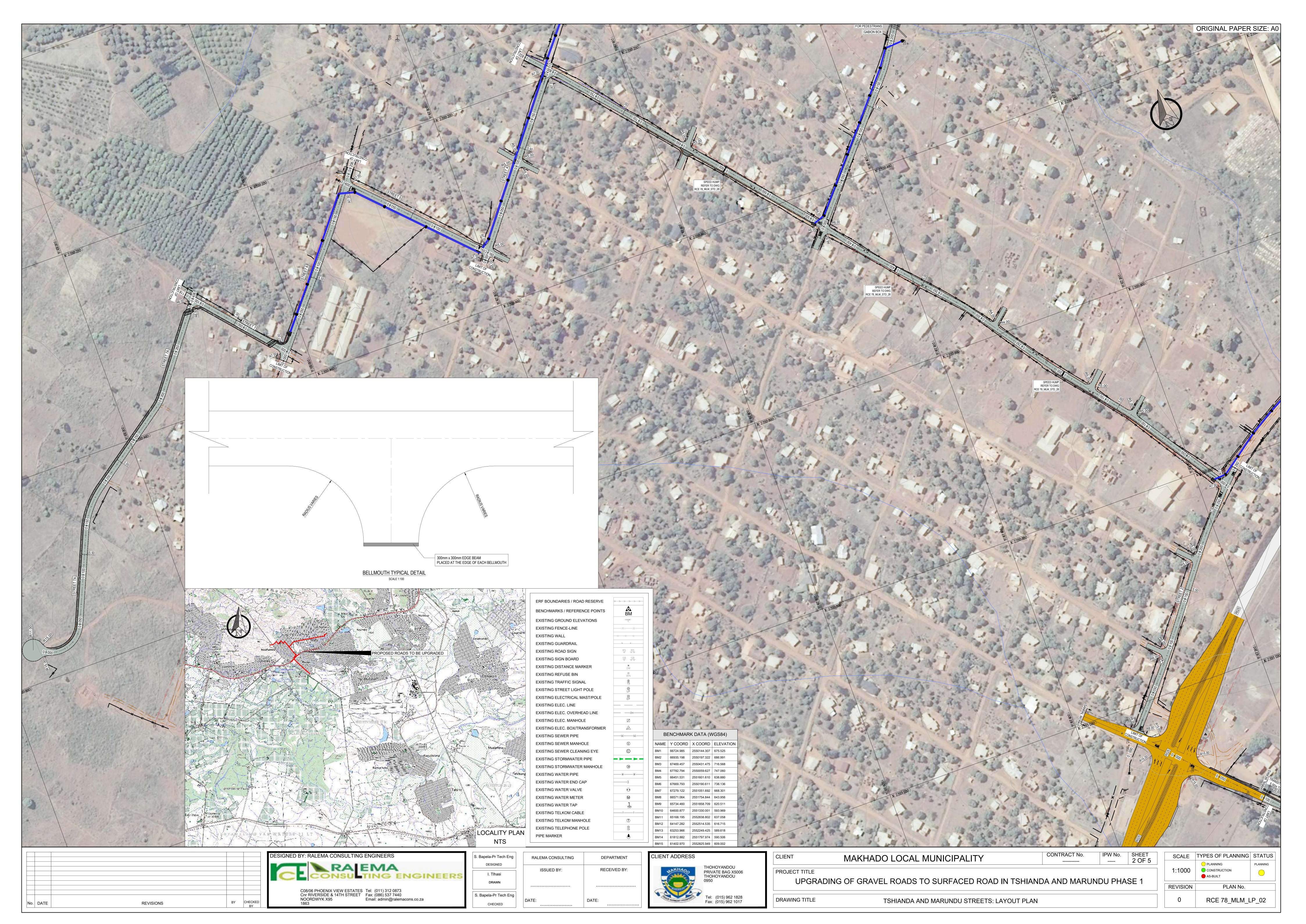


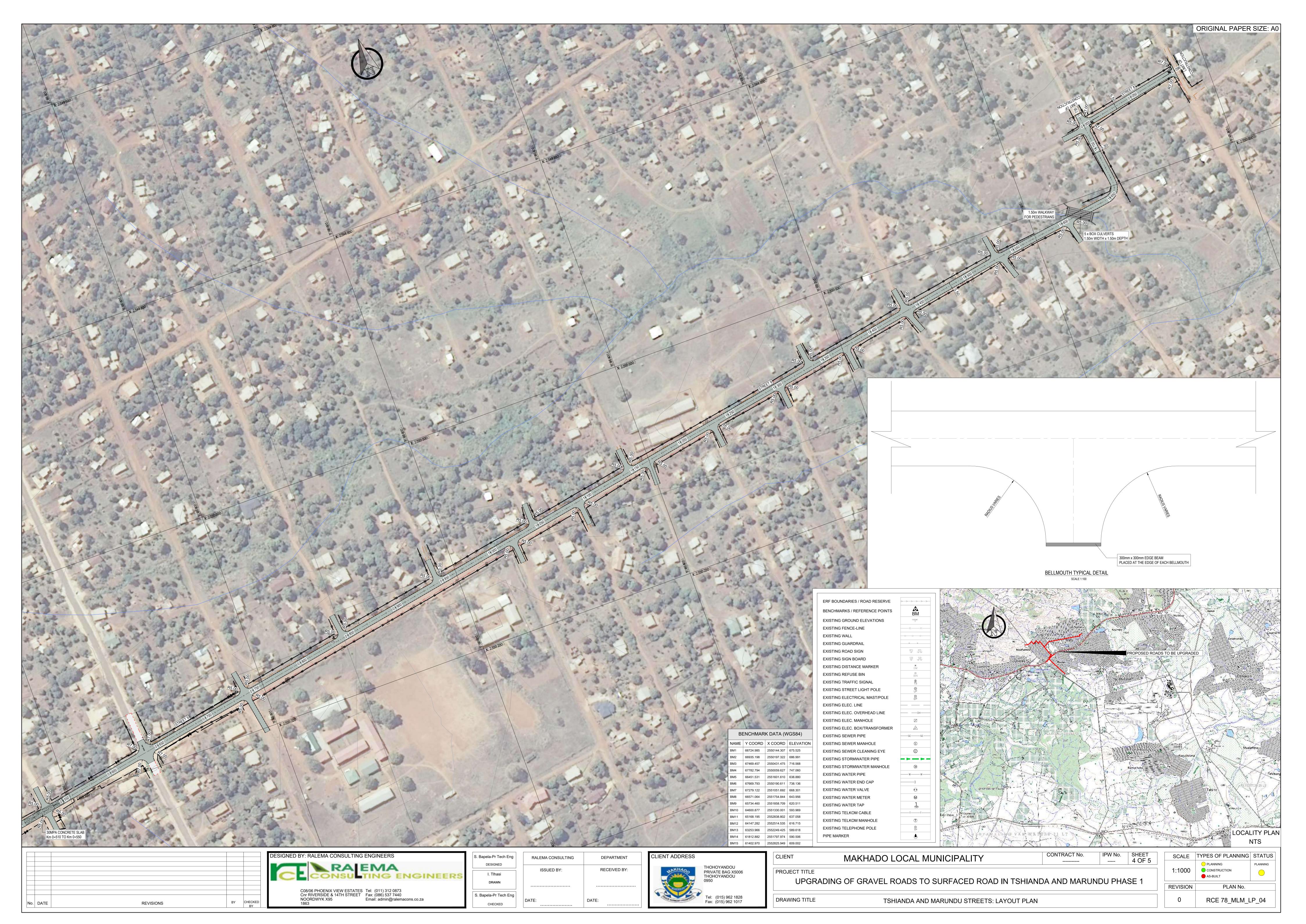


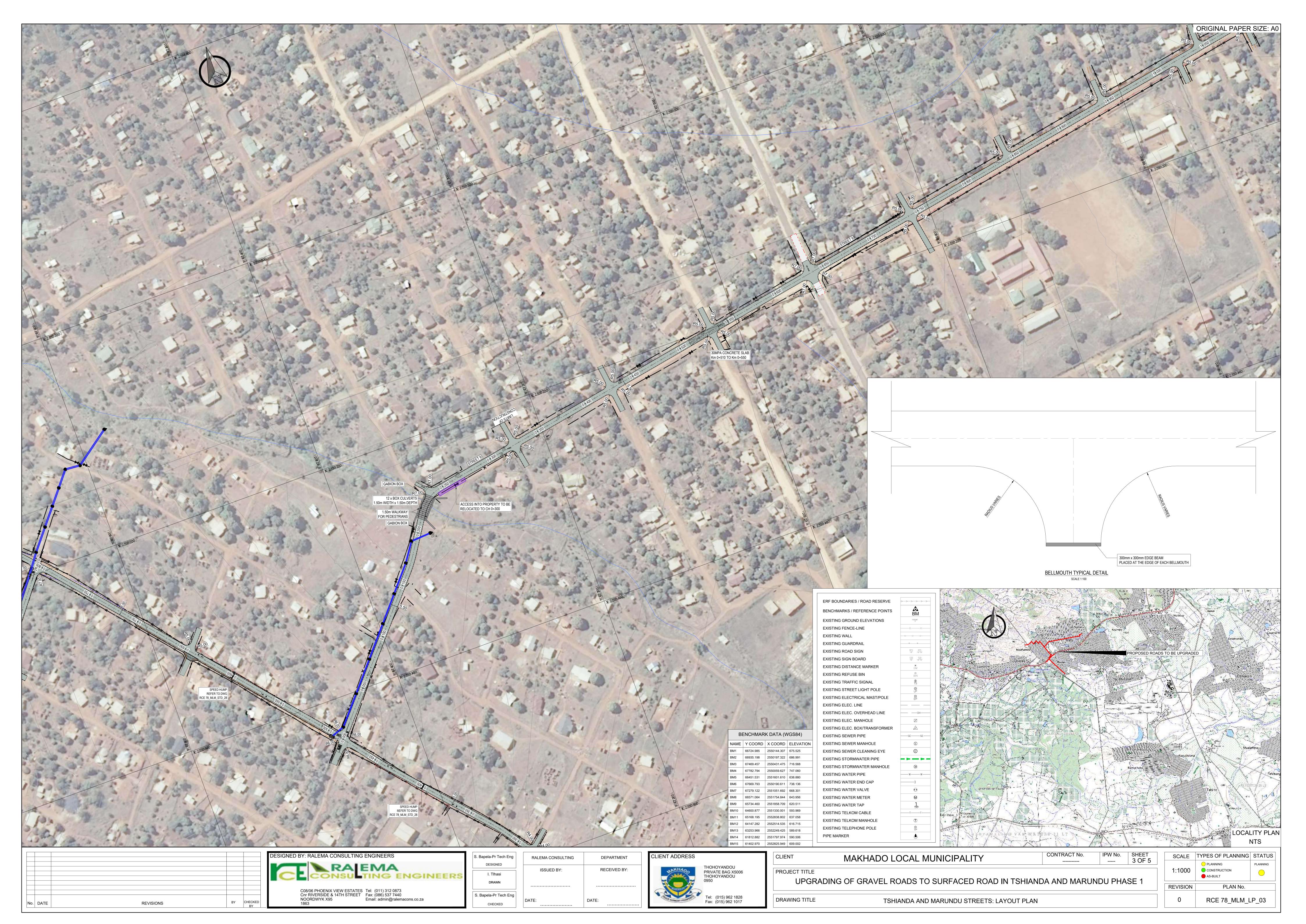


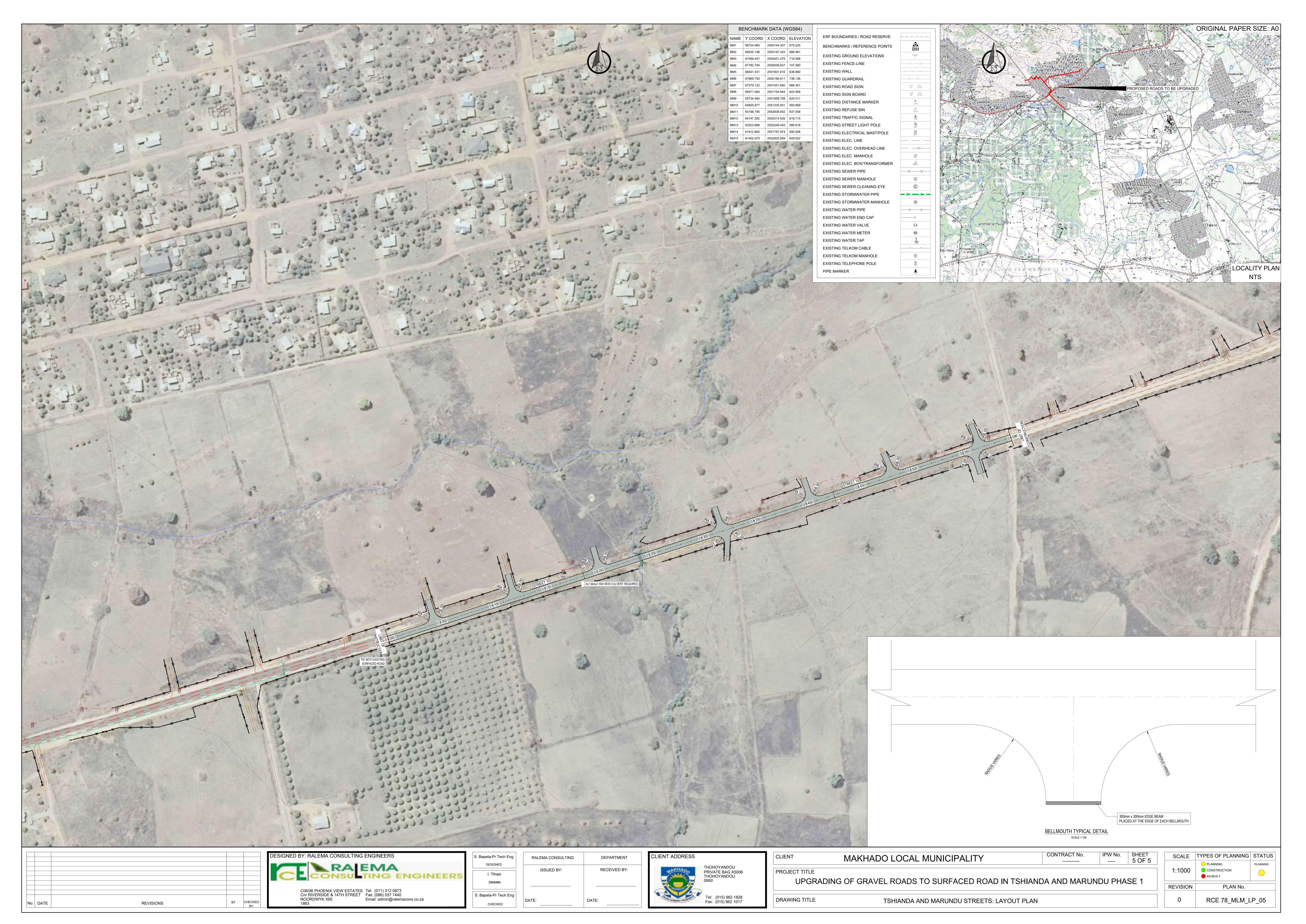


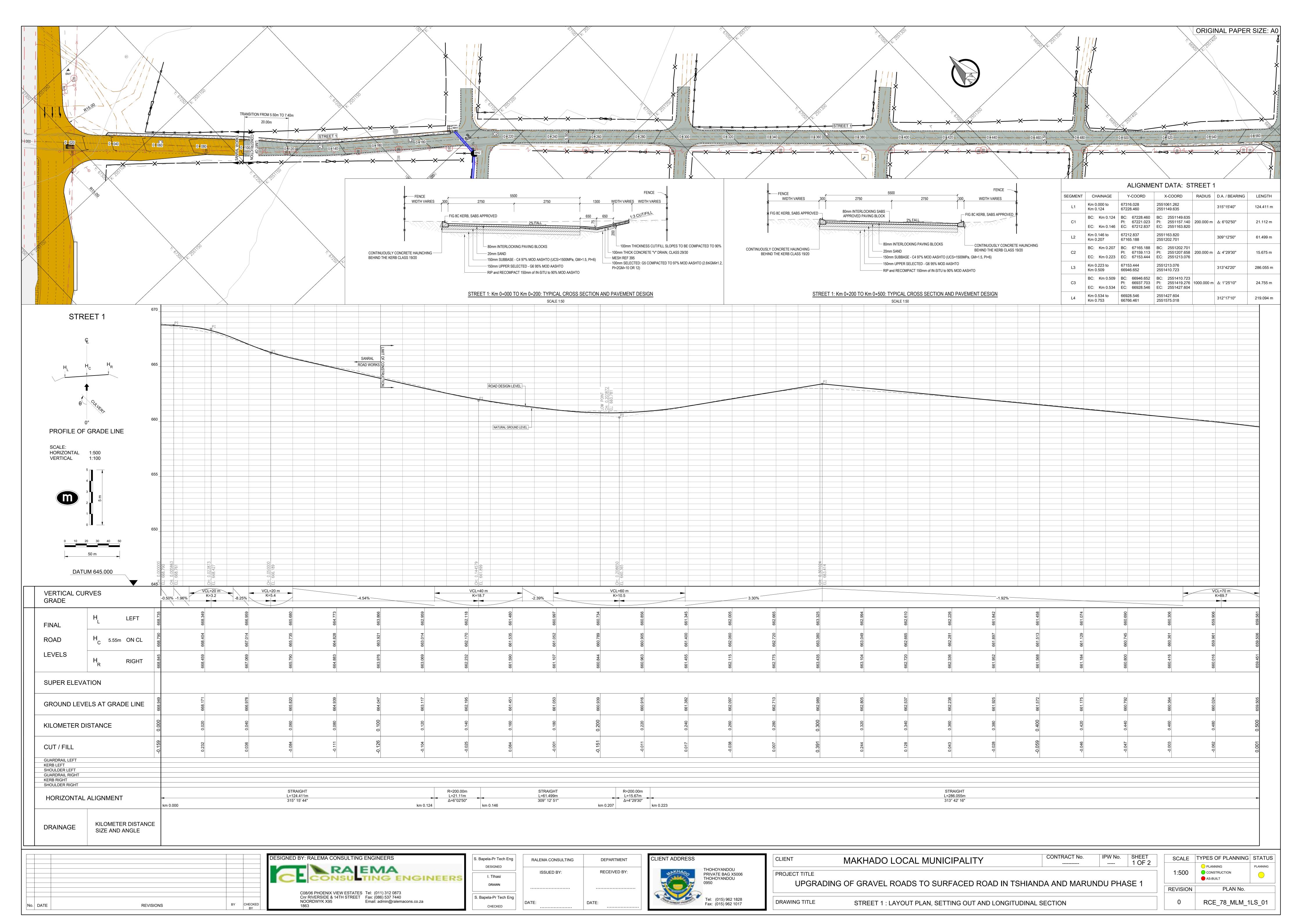


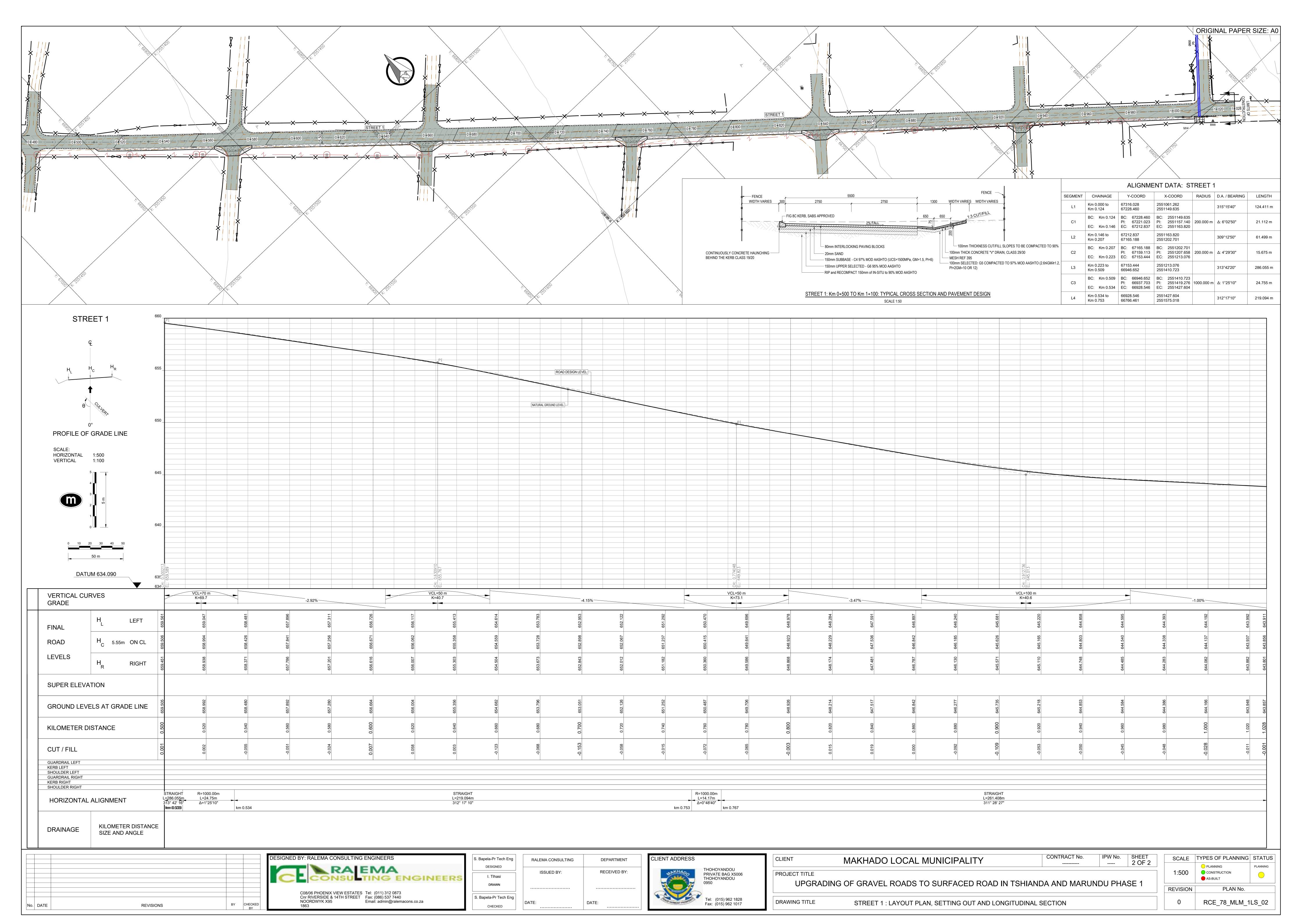










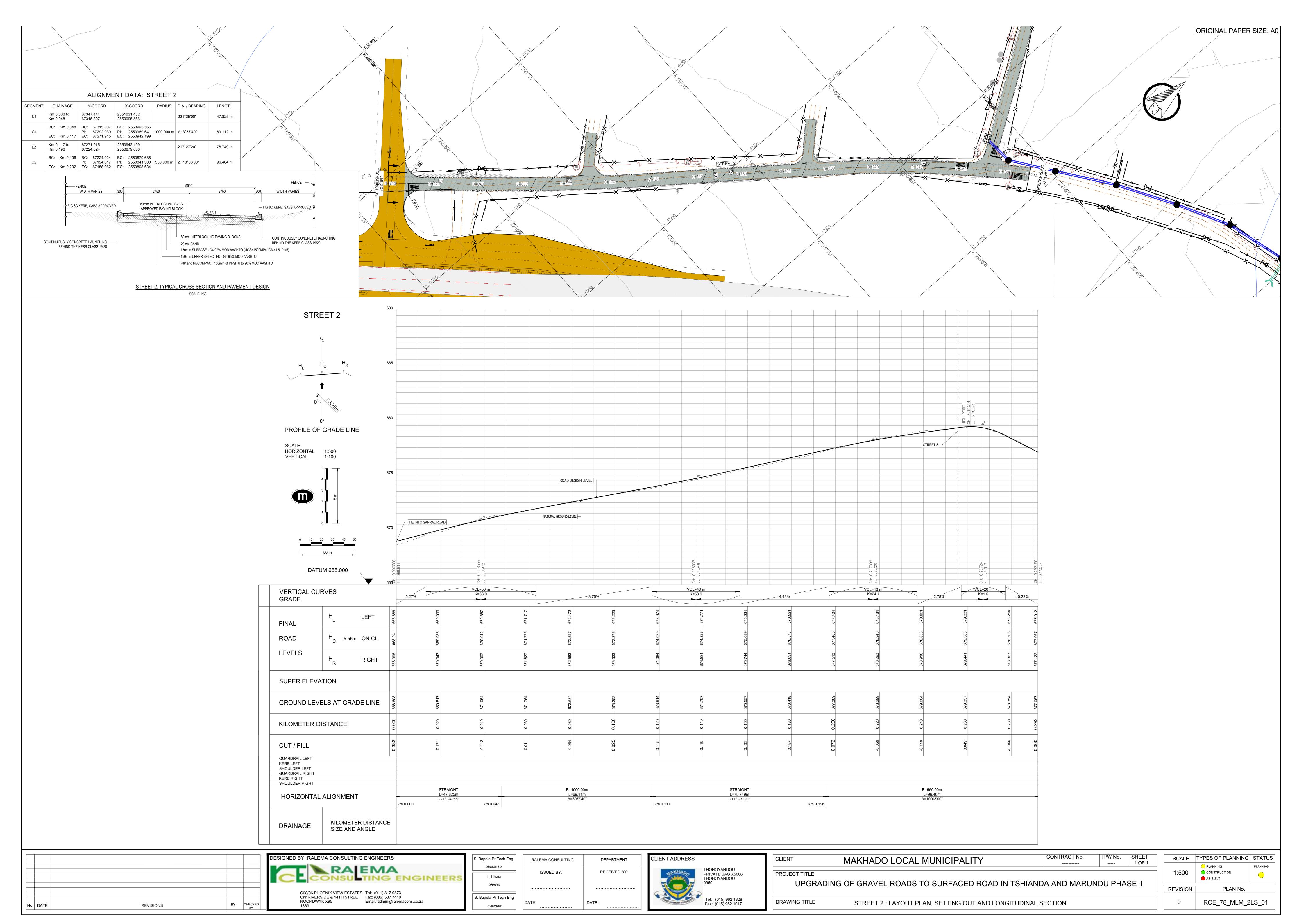




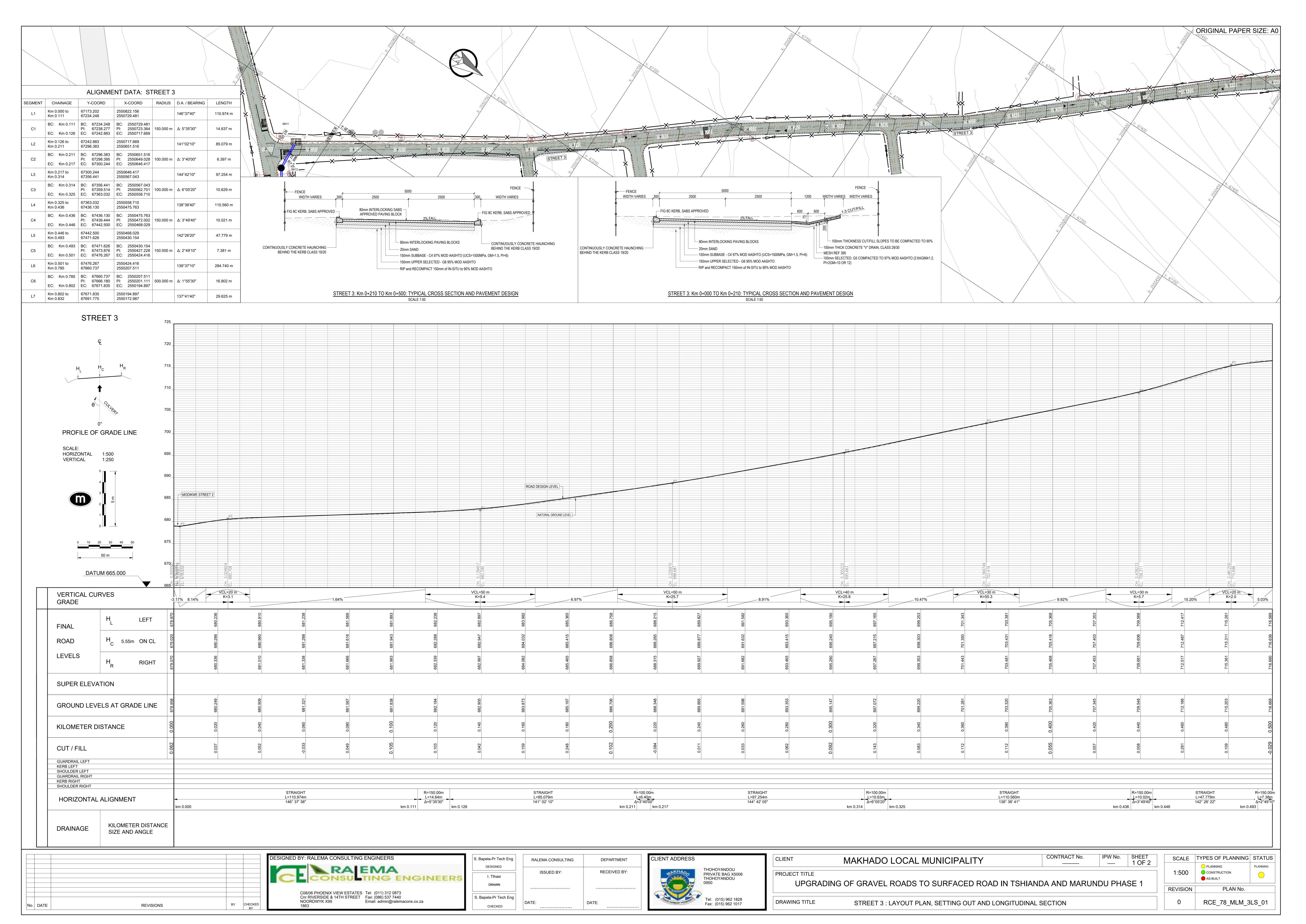
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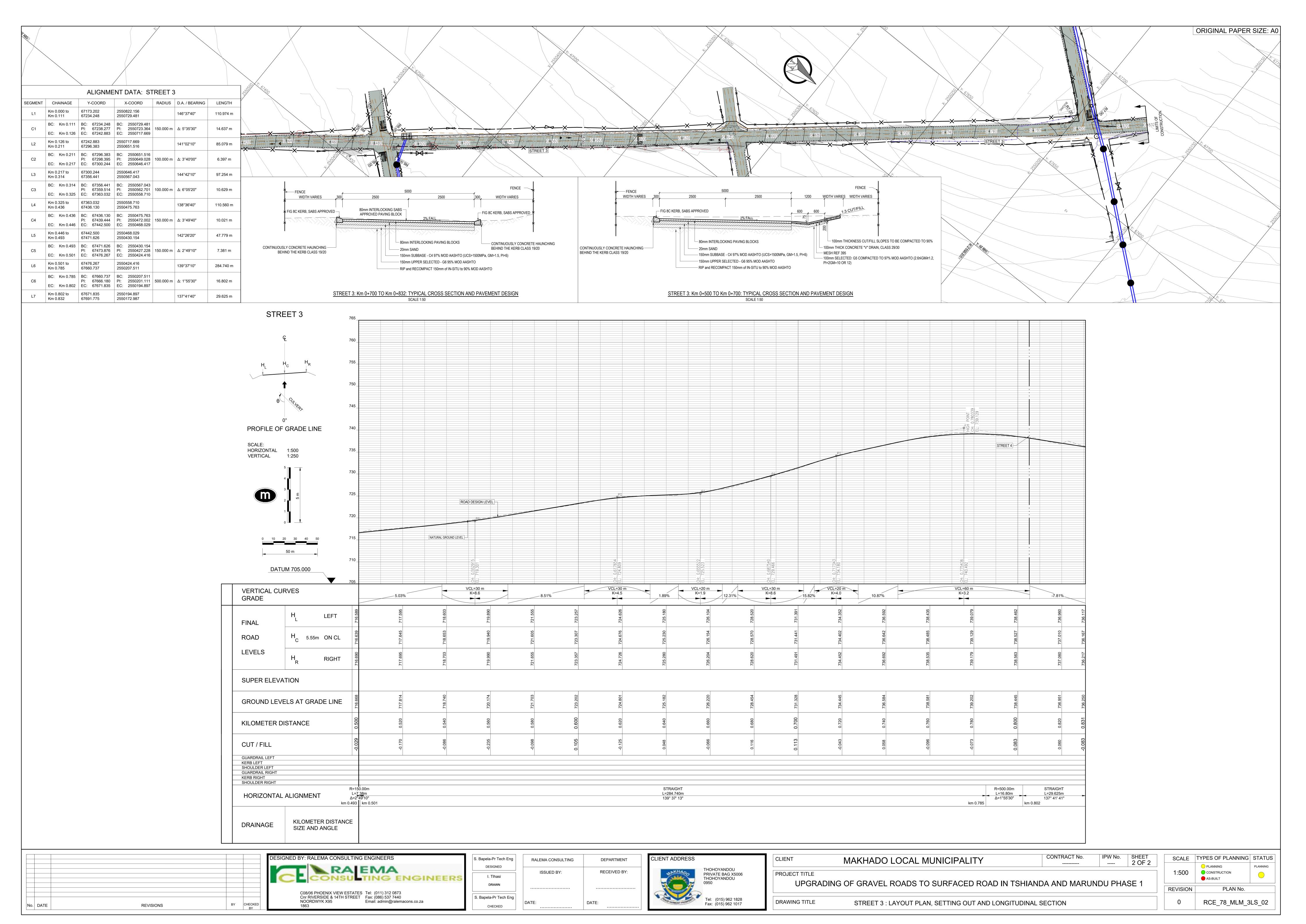
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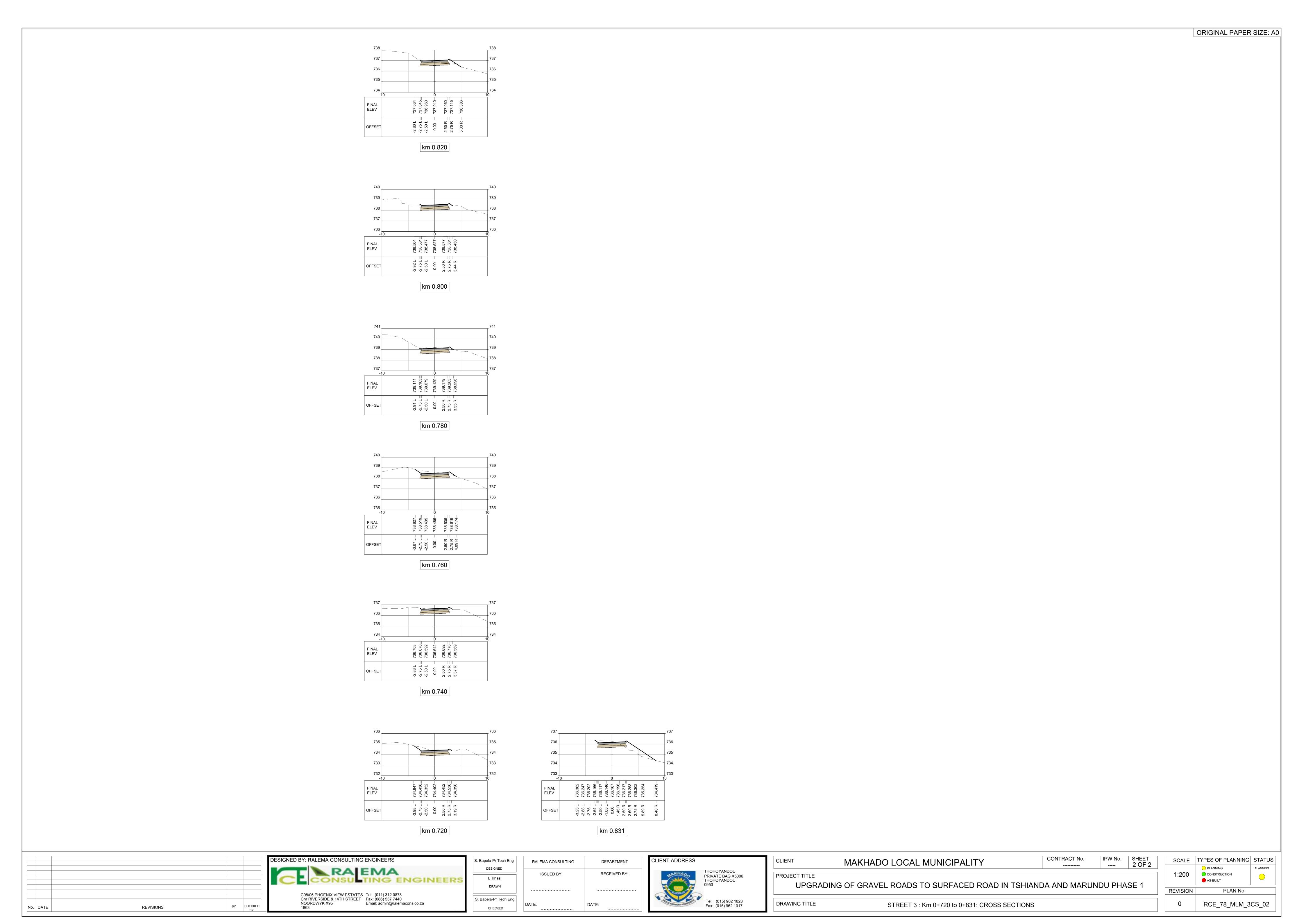


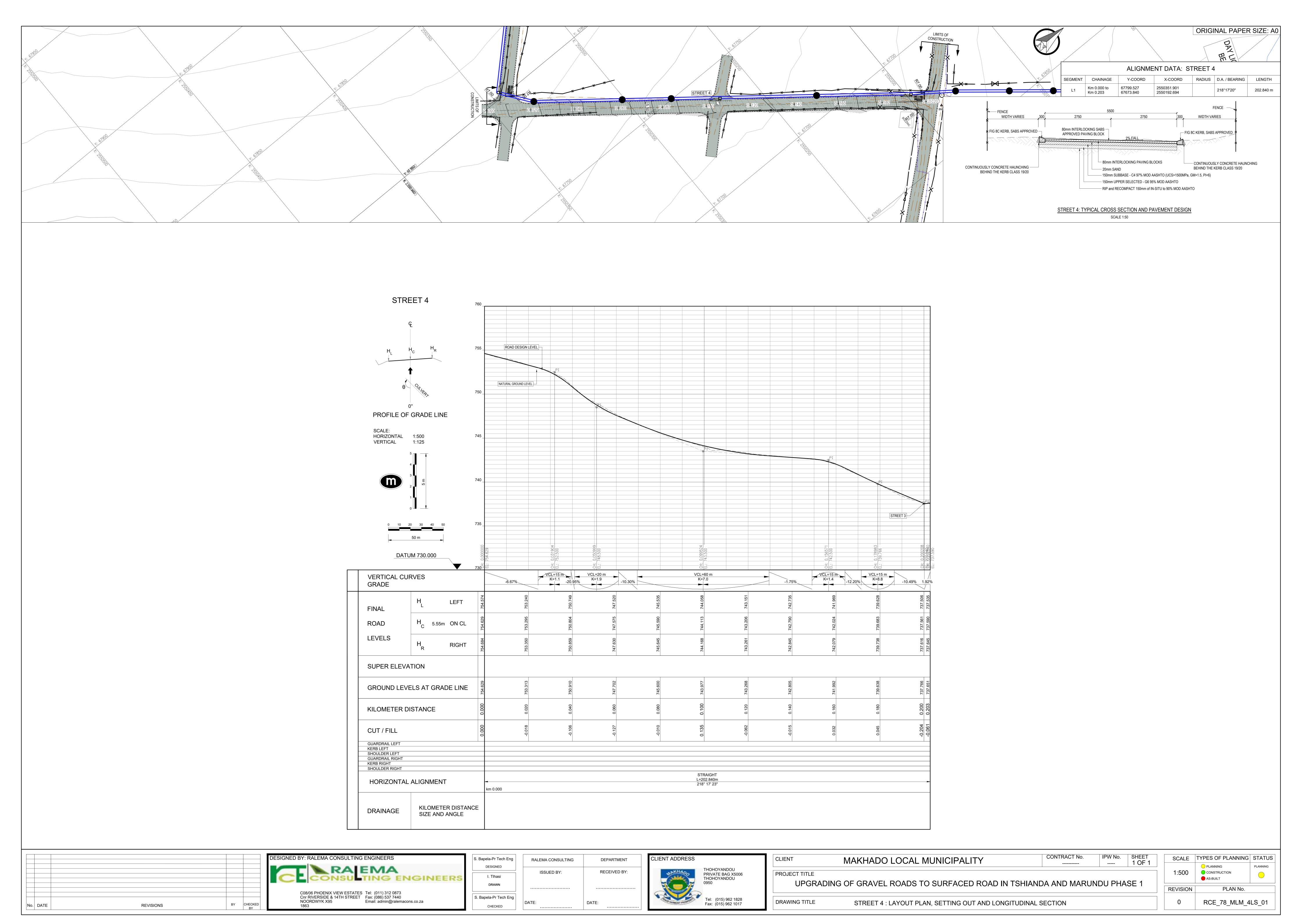


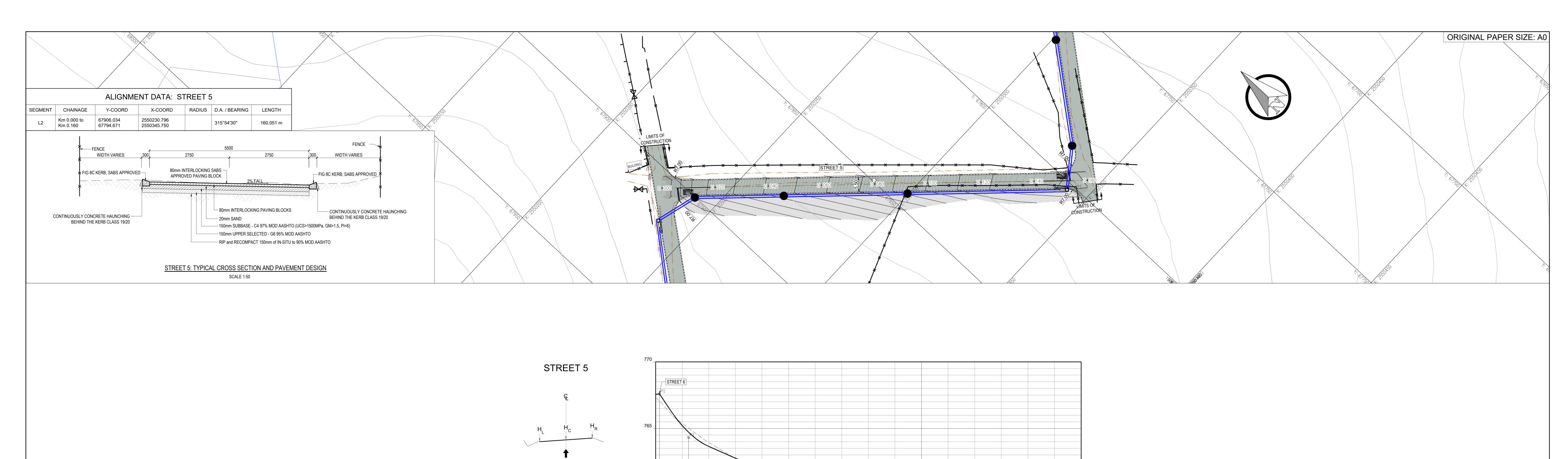


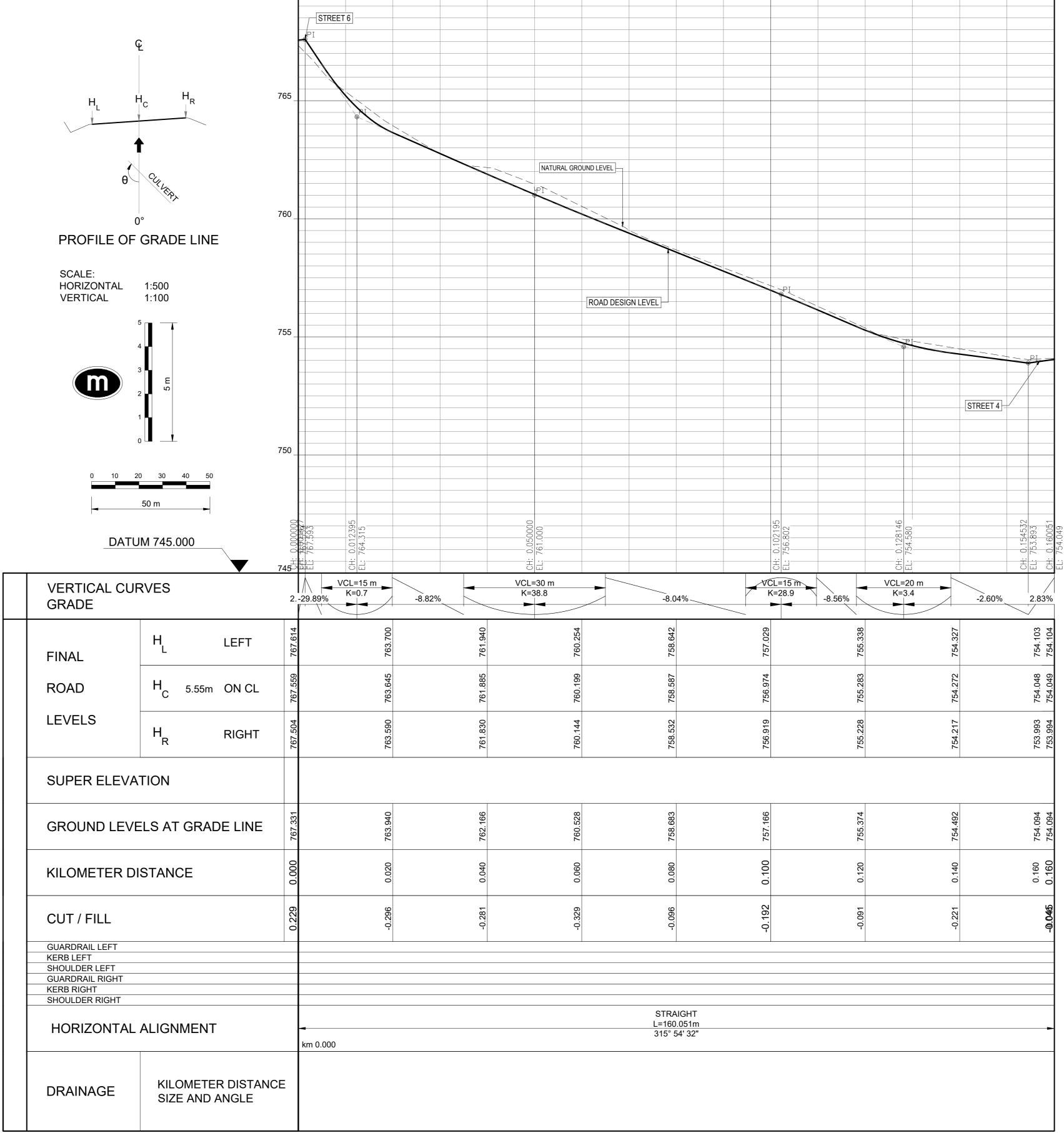












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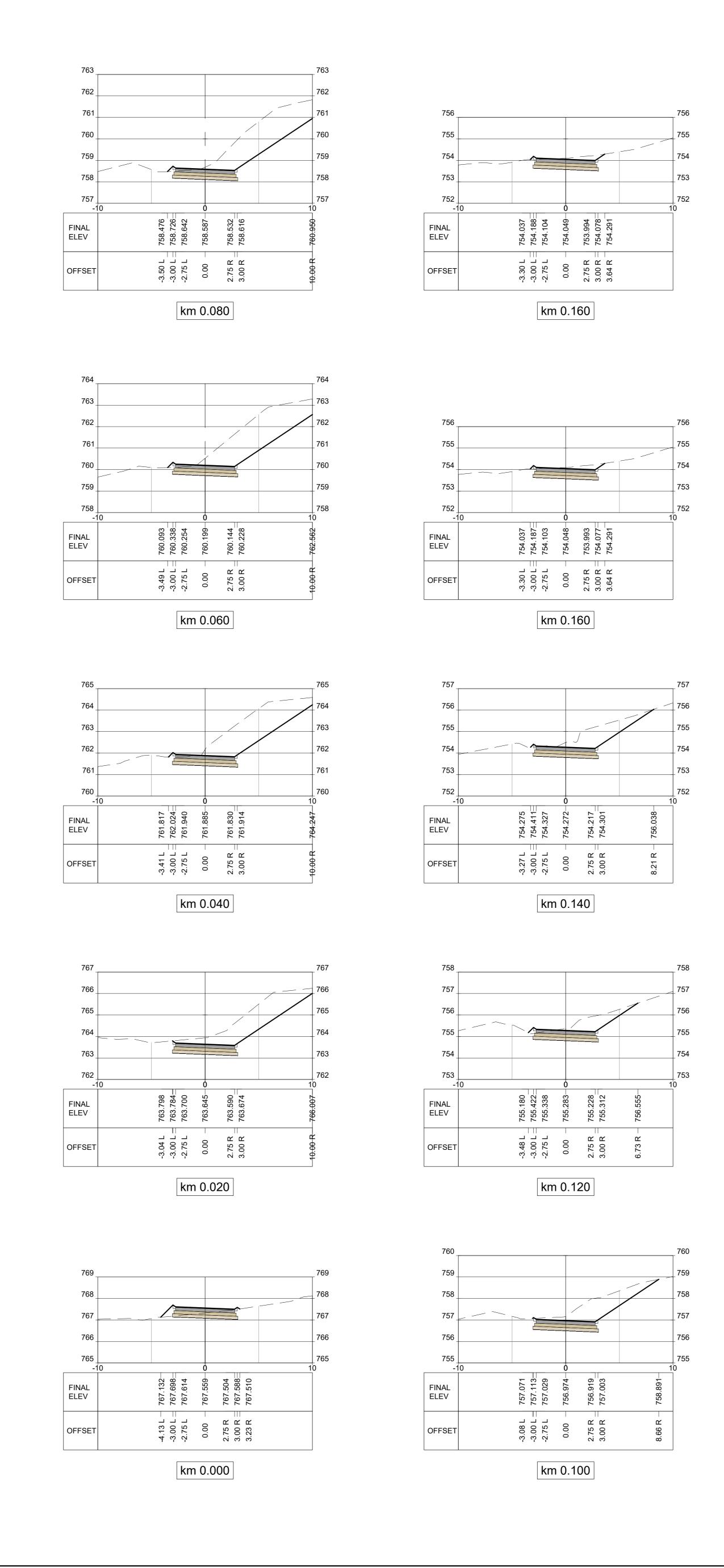


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CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET 1 OF 1	SCALE	TYPES OF PLANNING	STATUS PLANNING
PROJECT TITLE  UPGRADING	1:500	CONSTRUCTION  AS-BUILT					
UPGRADING	REVISION	PLAN No.					
DRAWING TITLE STREET 5 : LAYOUT PLAN, SETTING OUT AND LONGITUDINAL SECTION						RCE_78_MLM_5	SLS_01



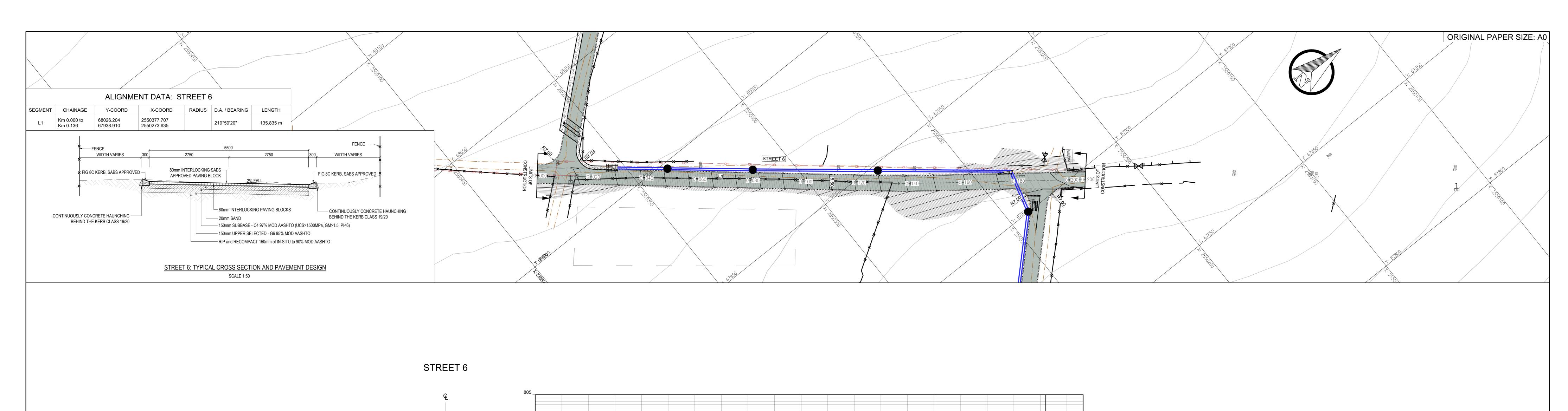


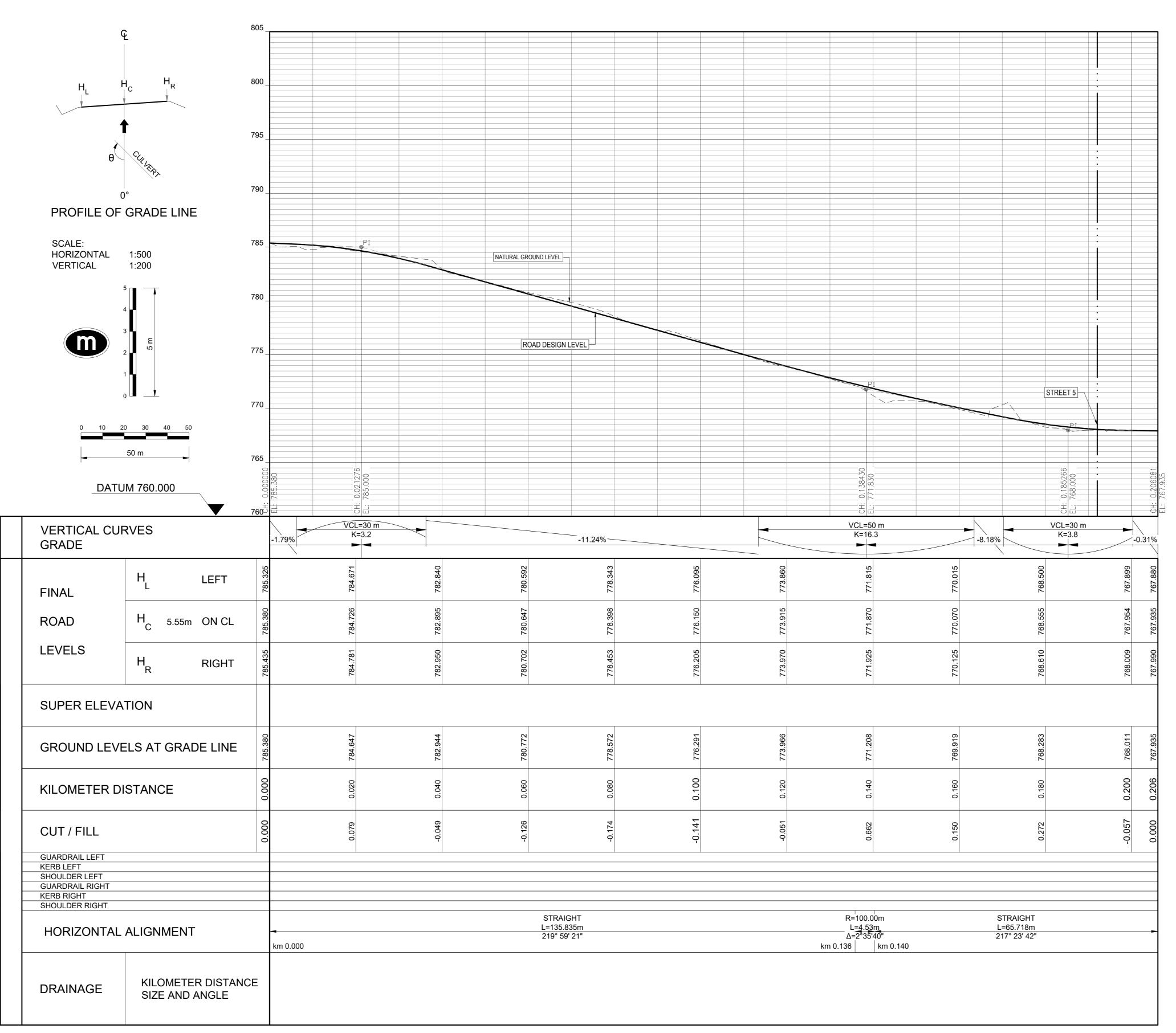
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No.	DATE	REVISIONS	BY	CHECKED	C08/06 PHOENIX VIEW ESTATES Tel: (011) 312 0873 Cnr RIVERSIDE & 14TH STREET Fax: (086) 537 7440 NOORDWYK X95 Email: admin@ralemacons.co.za 1863

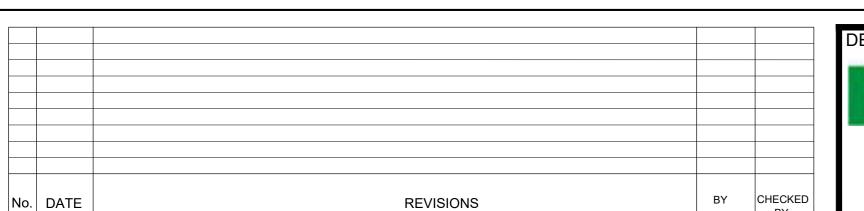
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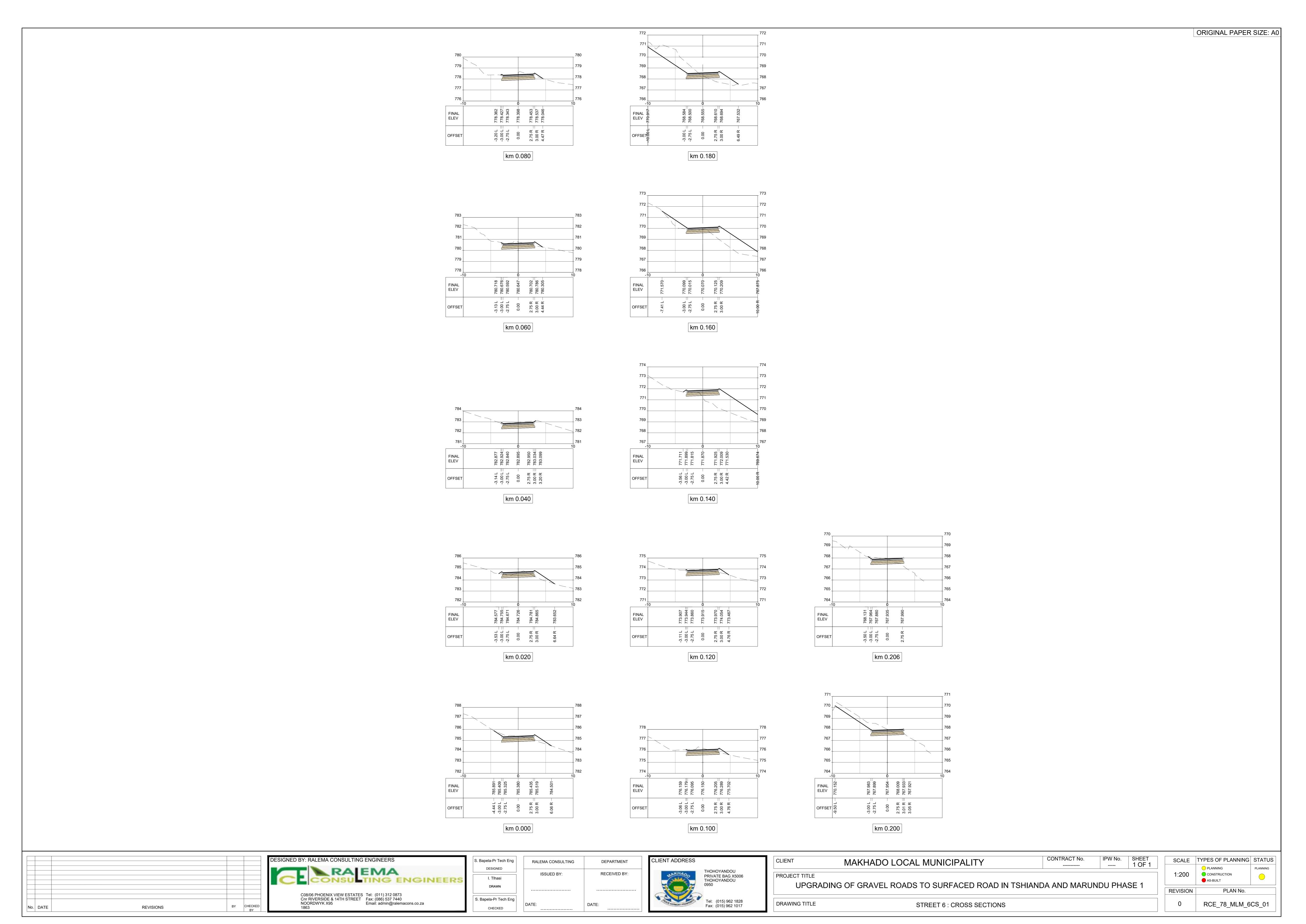


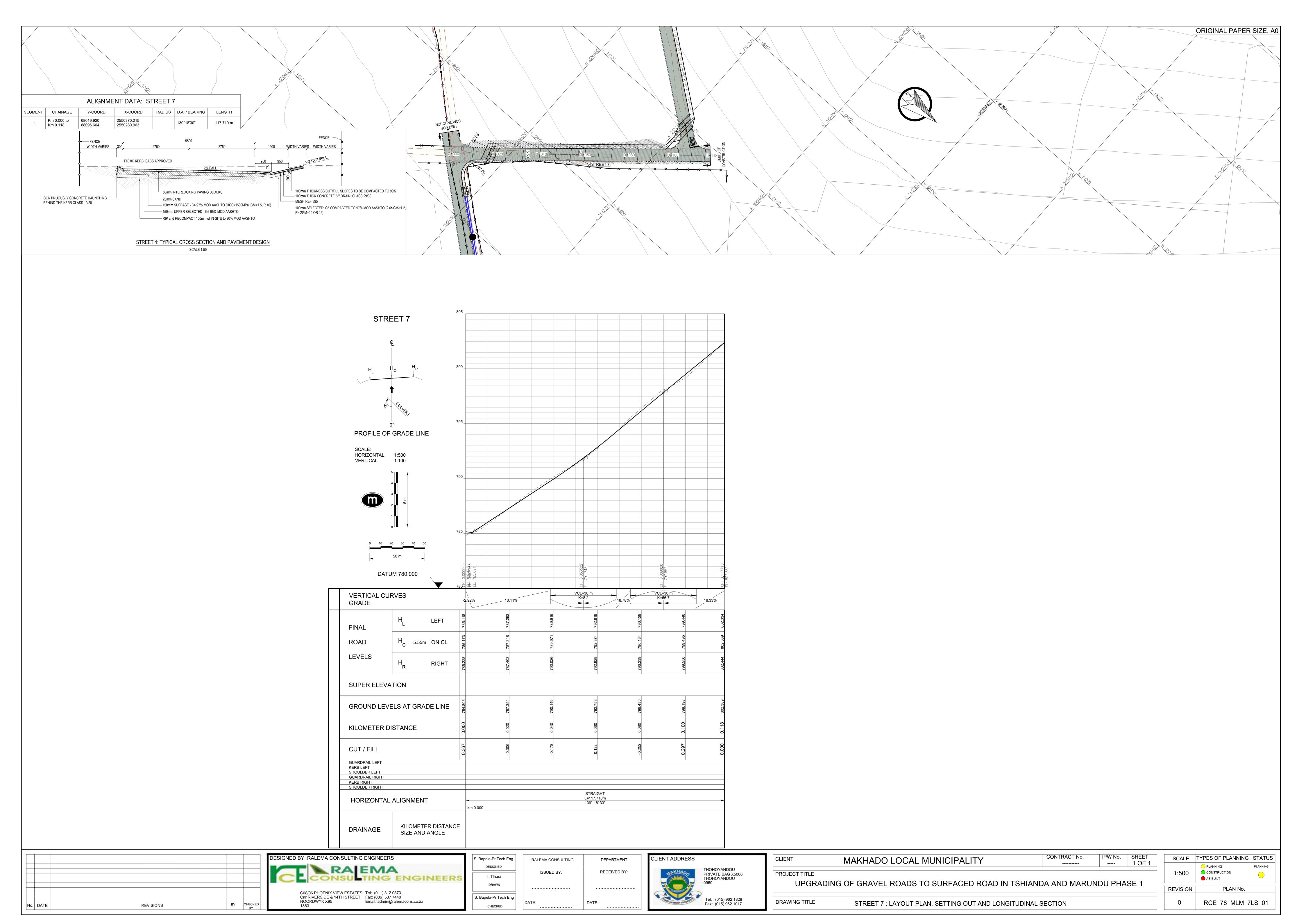


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CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET 1 OF 1	SCALE	TYPES OF PLANNII	
PROJECT TITLE	1:500	PLANNING CONSTRUCTION AS-BUILT	PLANNING				
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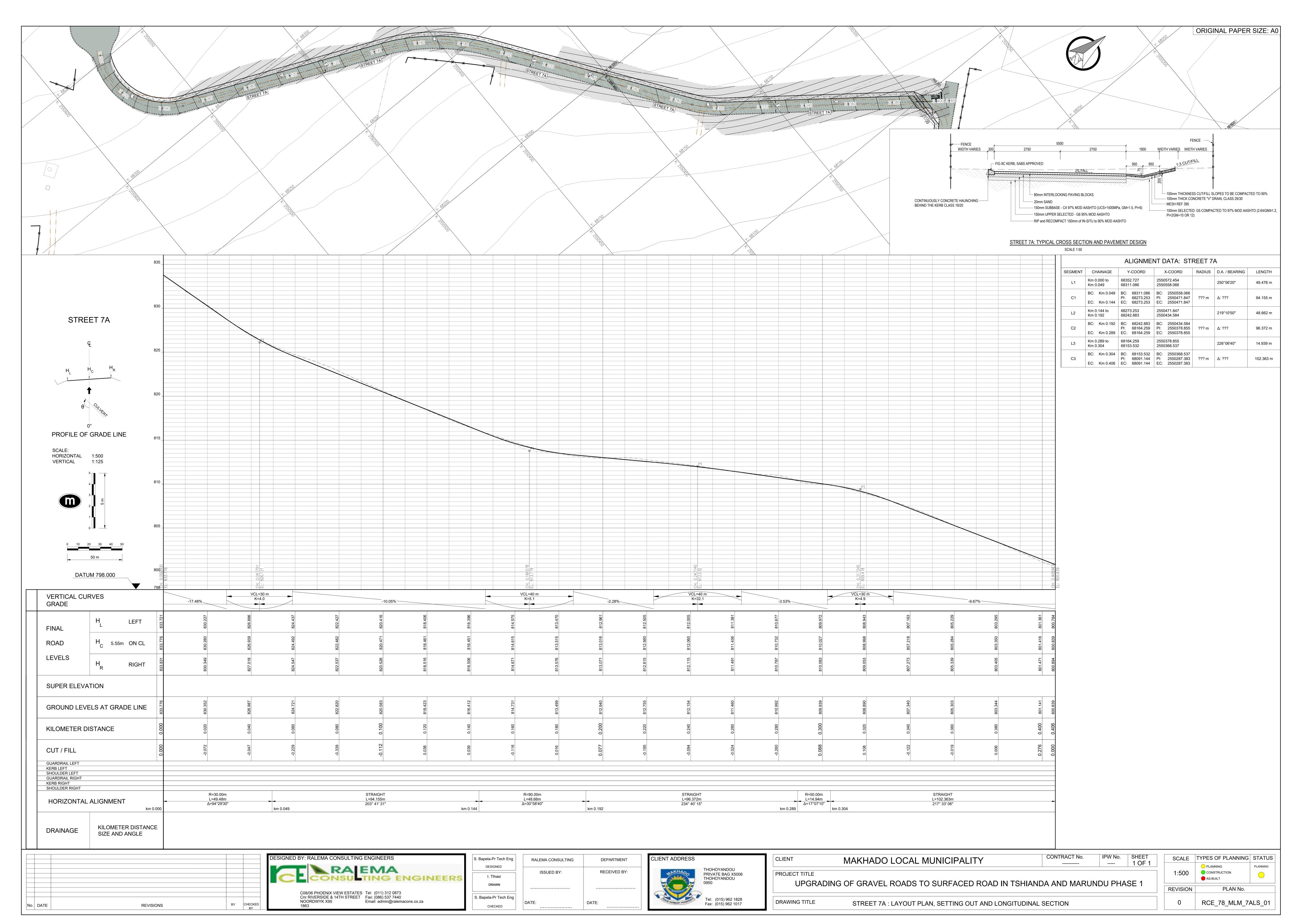
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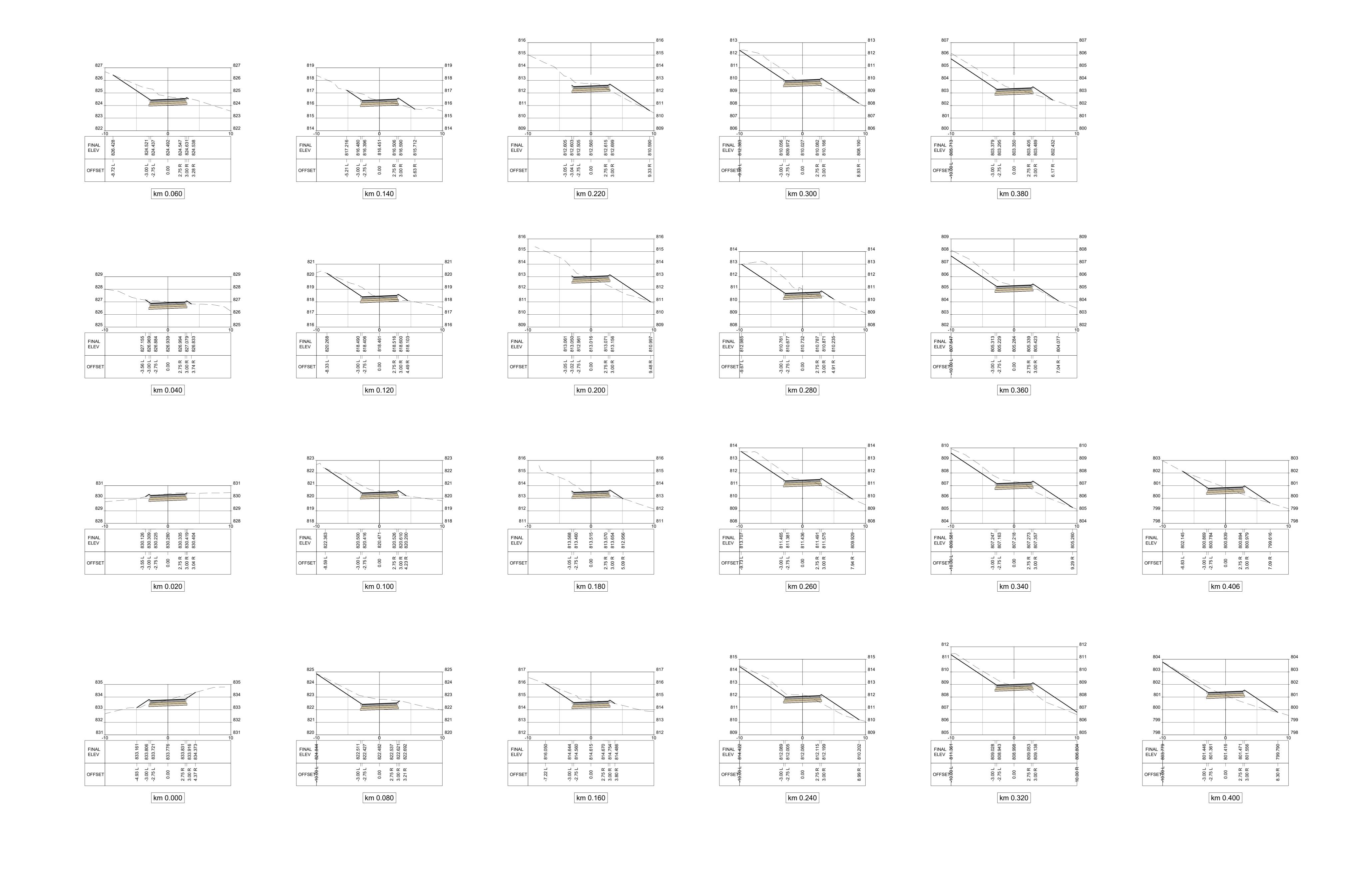
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STREET 7: CROSS SECTIONS

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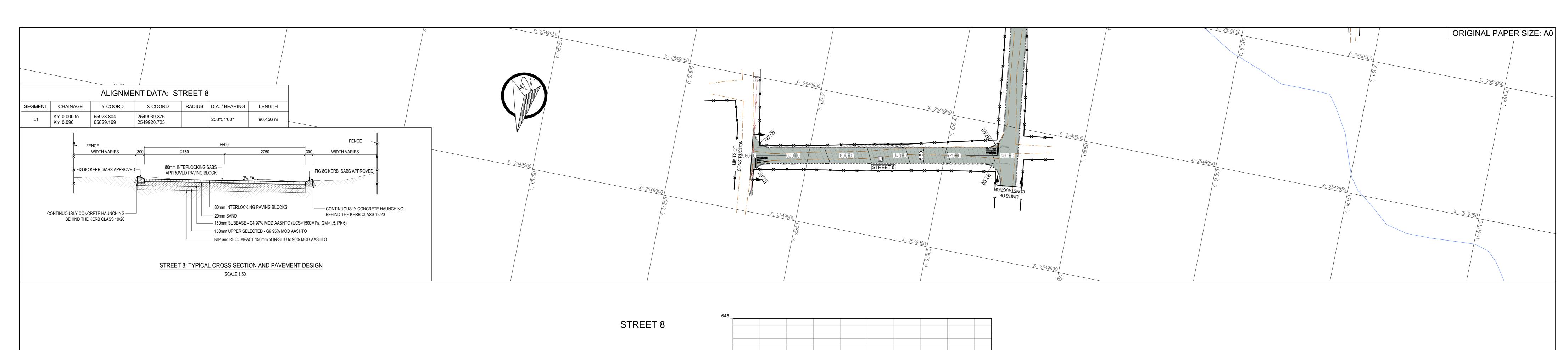


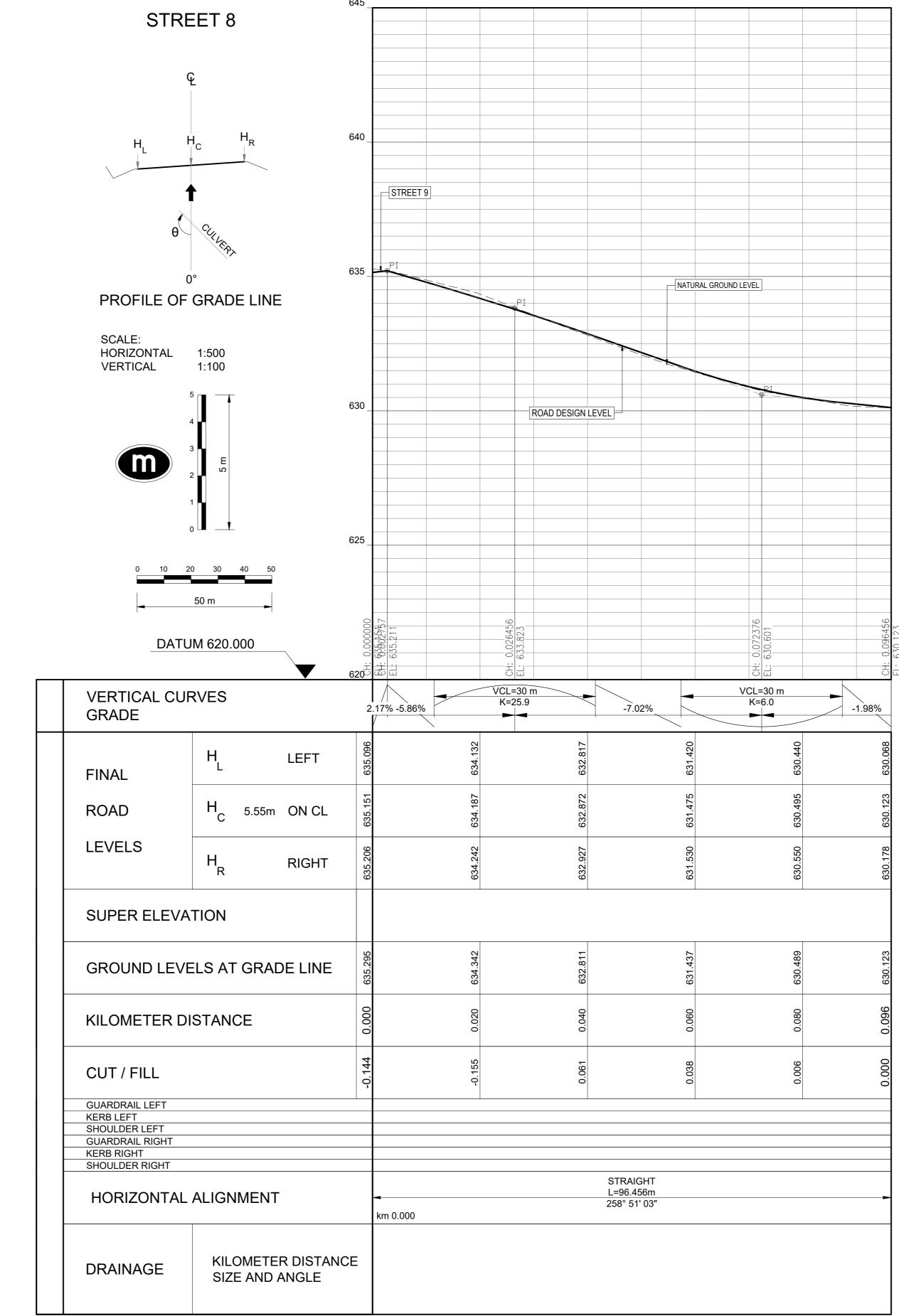
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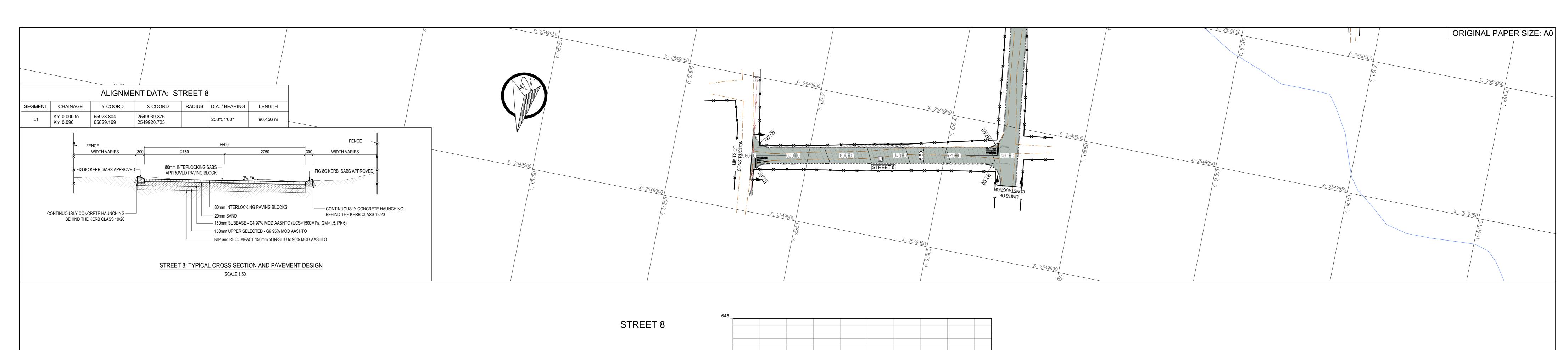
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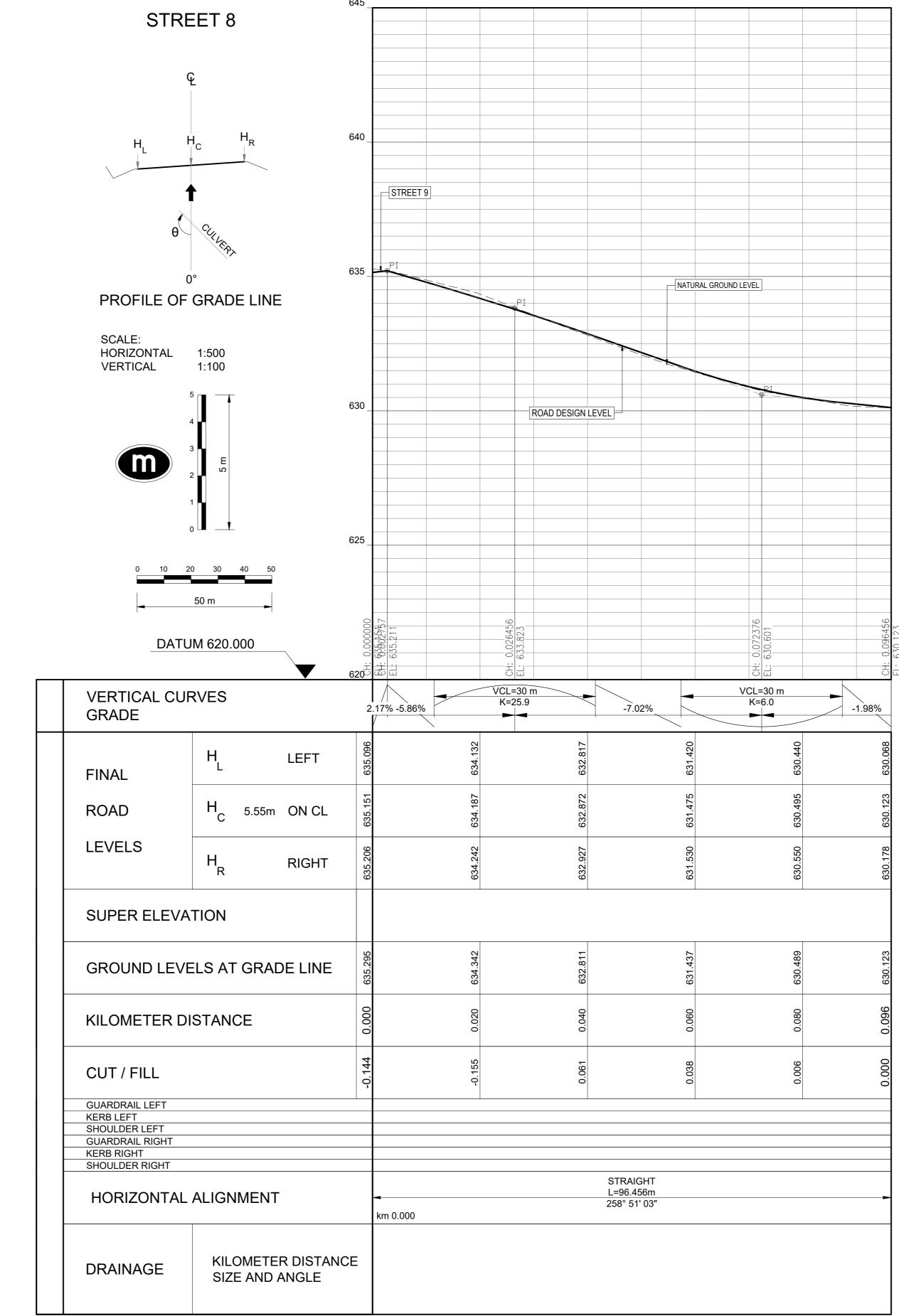


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UPGRAD	ING OF GRAVEL ROADS TO SURFACED ROAD IN TSHIA	NDA AND MARU	NDU PHA	NOE I	REVISION	PLAN No.	
DRAWING TITLE	STREET 8 : LAYOUT PLAN, SETTING OUT AND LONGITUDINA	L SECTION			0	RCE_78_MLM_	8LS_01





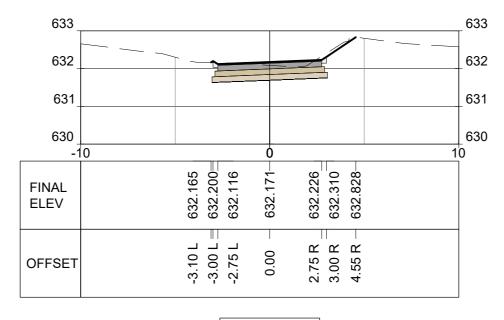
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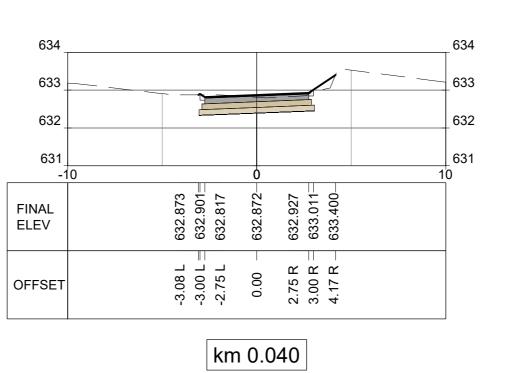
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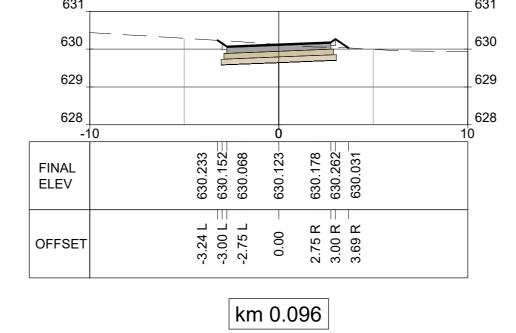


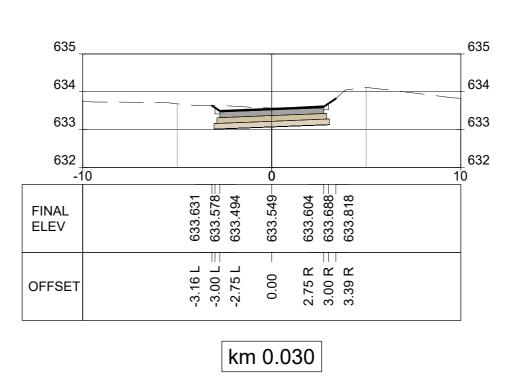
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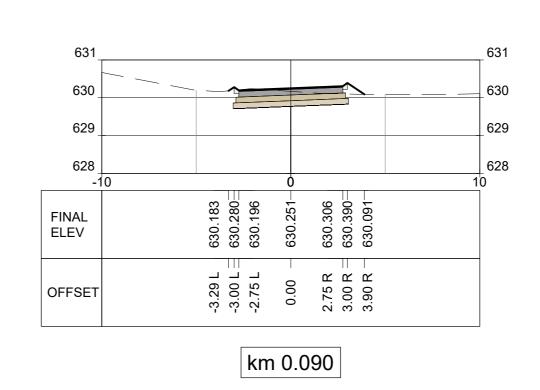


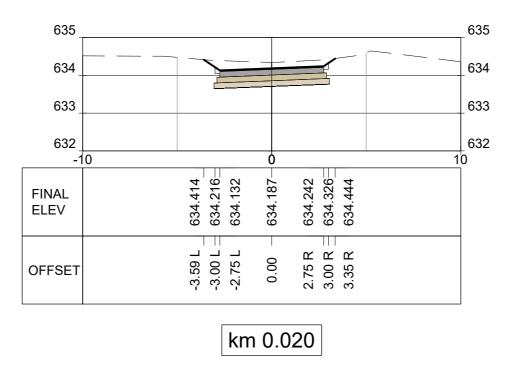
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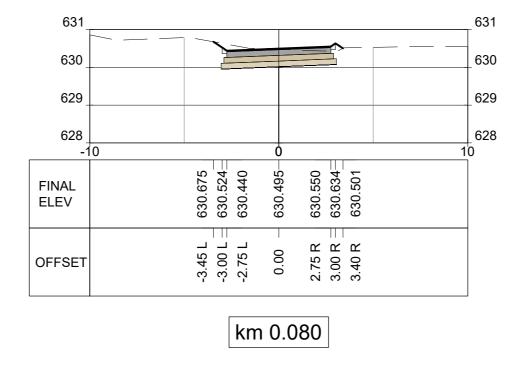


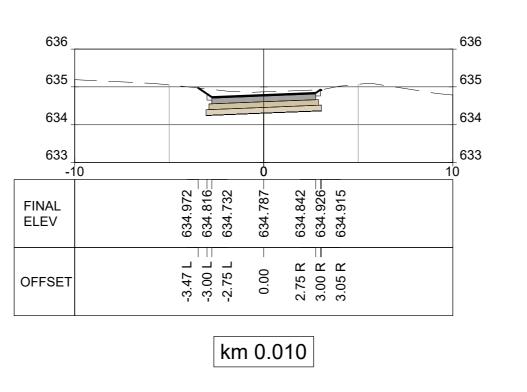


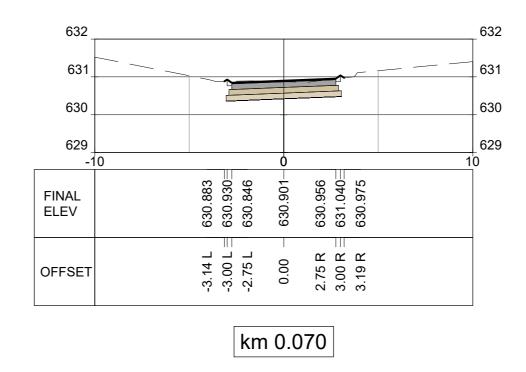


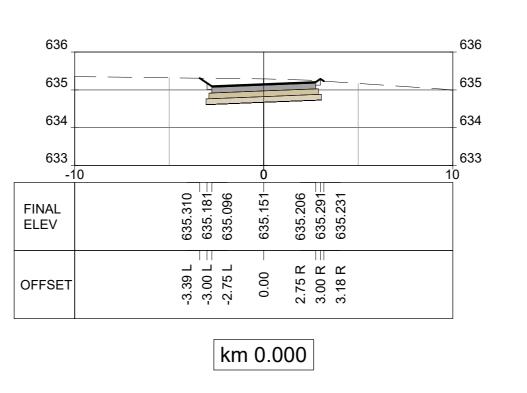


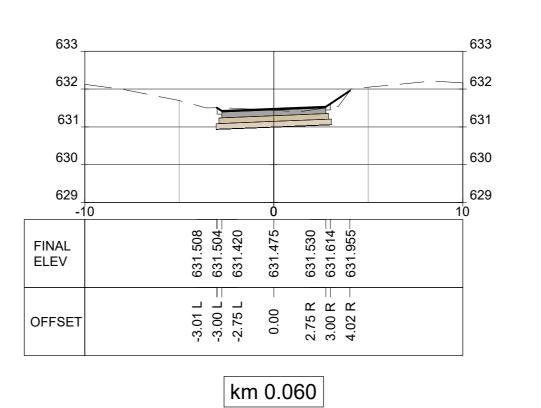










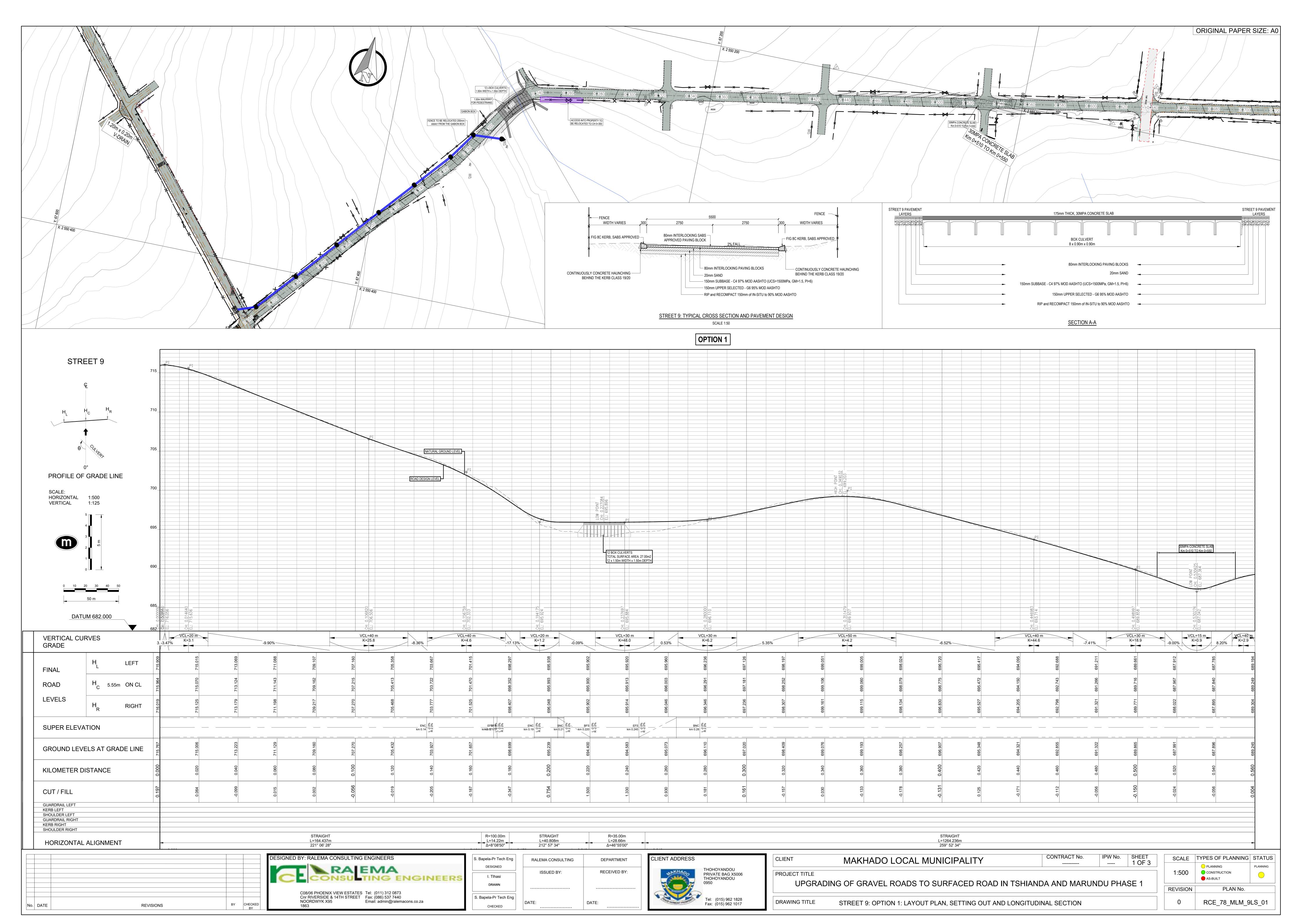


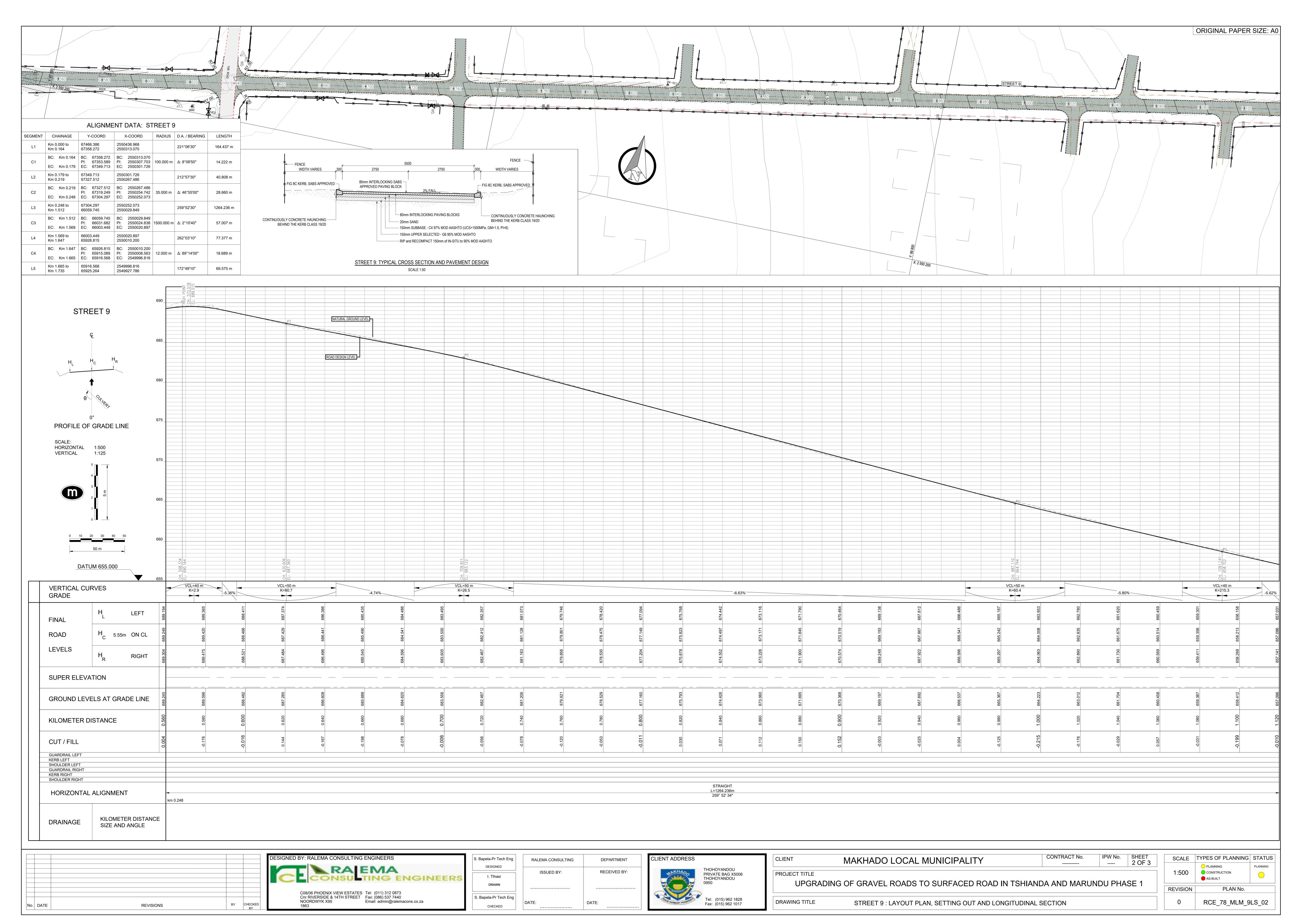
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DATE	REVISIONS	BY	CHECKED	C08/06 PHOENIX VIEW ESTATES Tel: (011) 312 0873 Cnr RIVERSIDE & 14TH STREET Fax: (086) 537 7440 NOORDWYK X95 Email: admin@ralemacons.co.za 1863

	S. Bapela-Pr Tech Eng	RALEMA CONSULTING	DEPARTMENT
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THOHOYANDOU PRIVATE BAG X5006 THOHOYANDOU 0950
 Tel: (015) 962 1828 Fax: (015) 962 1017

CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET 1 OF 1	SCALE	TYPES OF PLANNING	STATUS
PROJECT TITLE  UPGRADING OF GRAVEL ROADS TO SURFACED ROAD IN TSHIANDA AND MARUNDU PHASE 1					1:200	<ul><li>PLANNING</li><li>CONSTRUCTION</li><li>AS-BUILT</li></ul>	PLANNING
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DRAWING TITLE					0	RCE_78_MLM_	8CS_01









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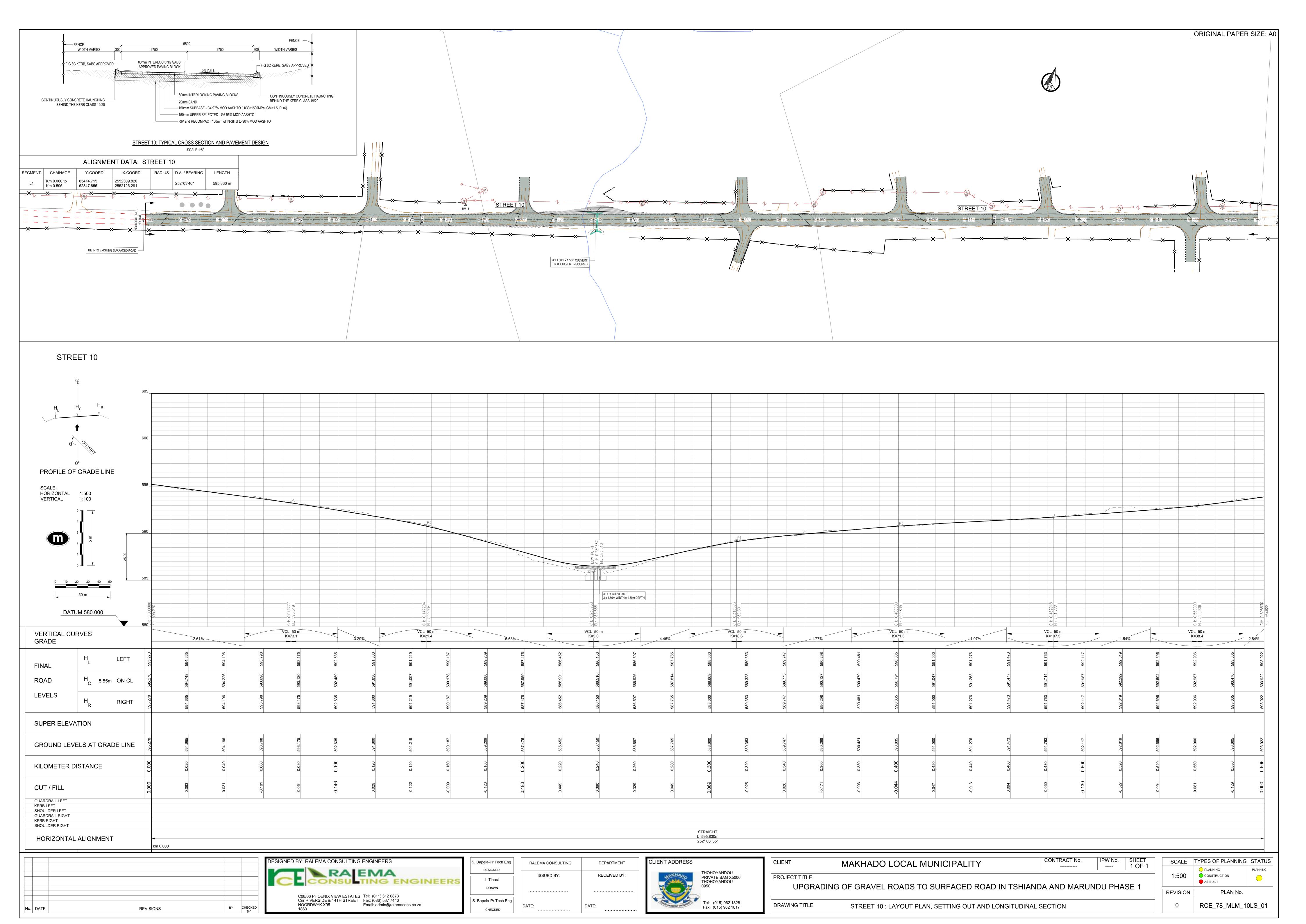
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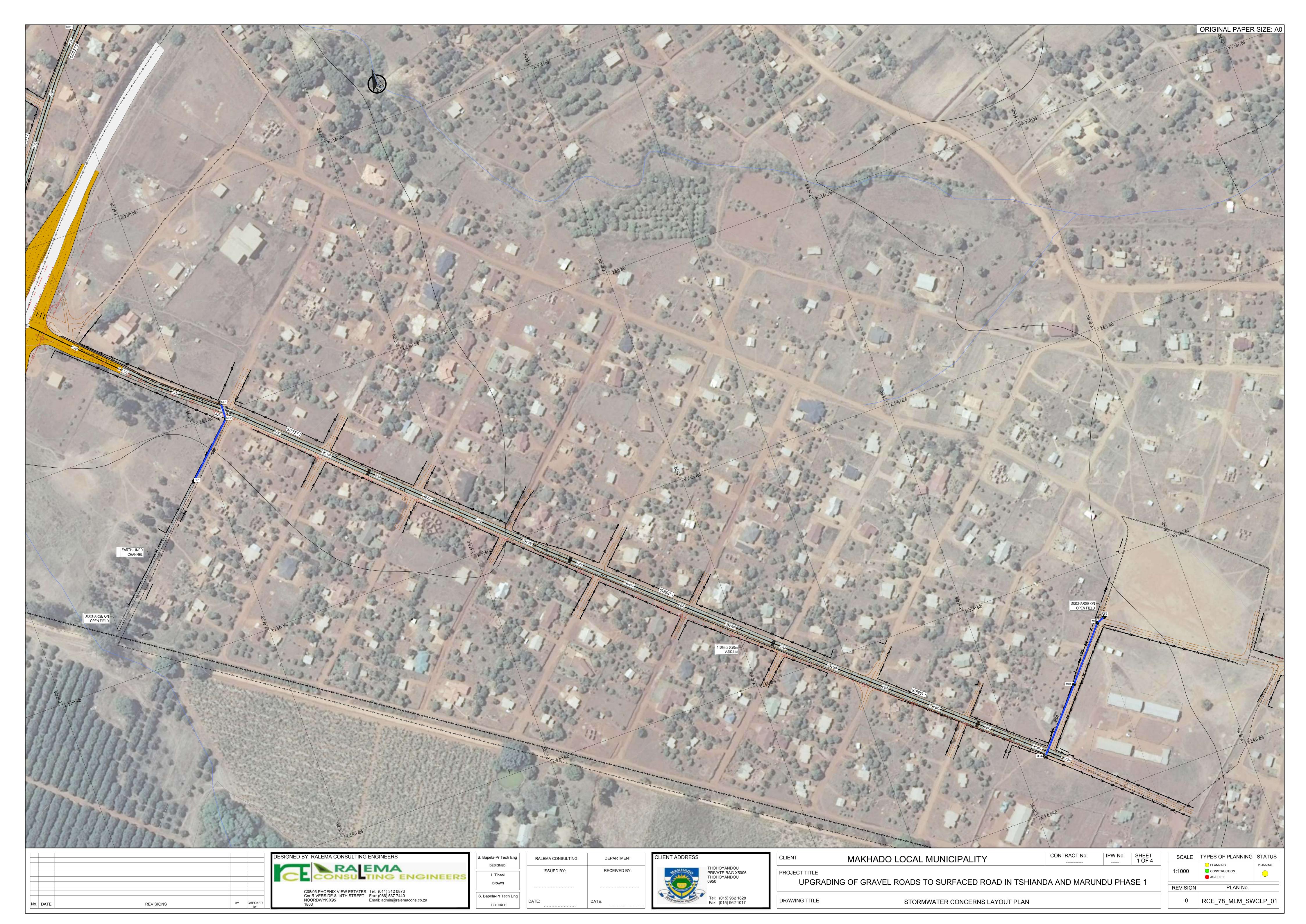
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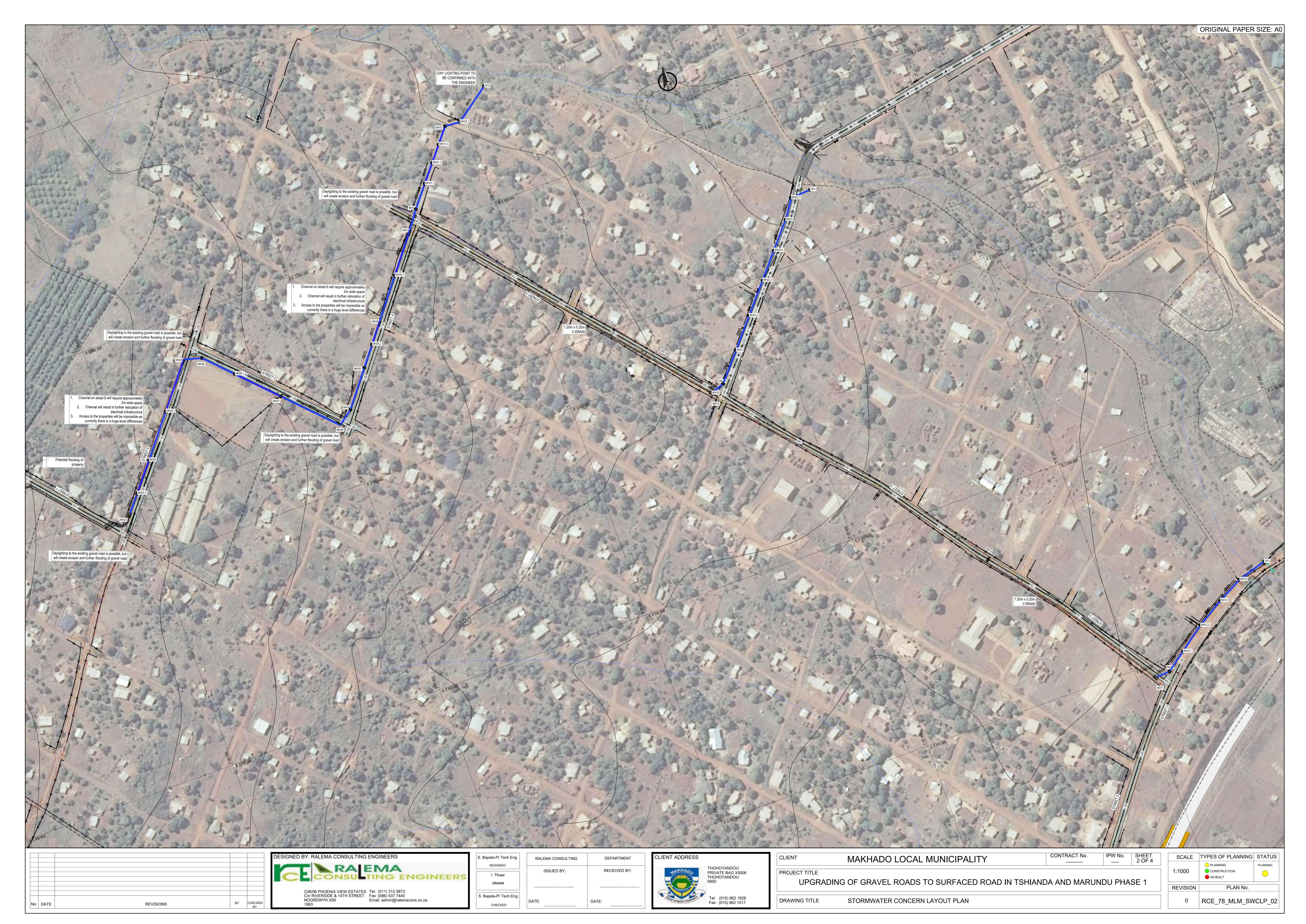
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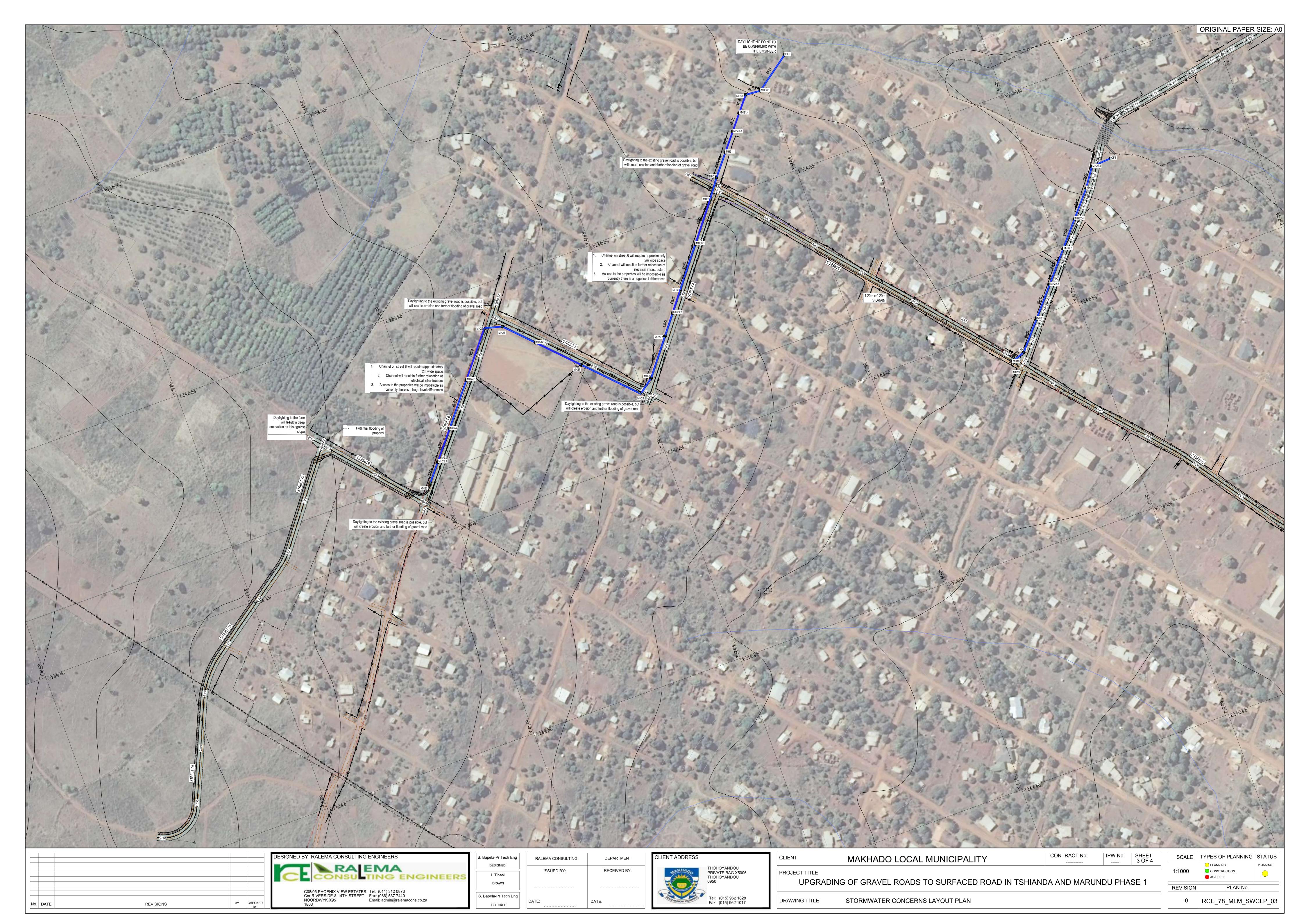
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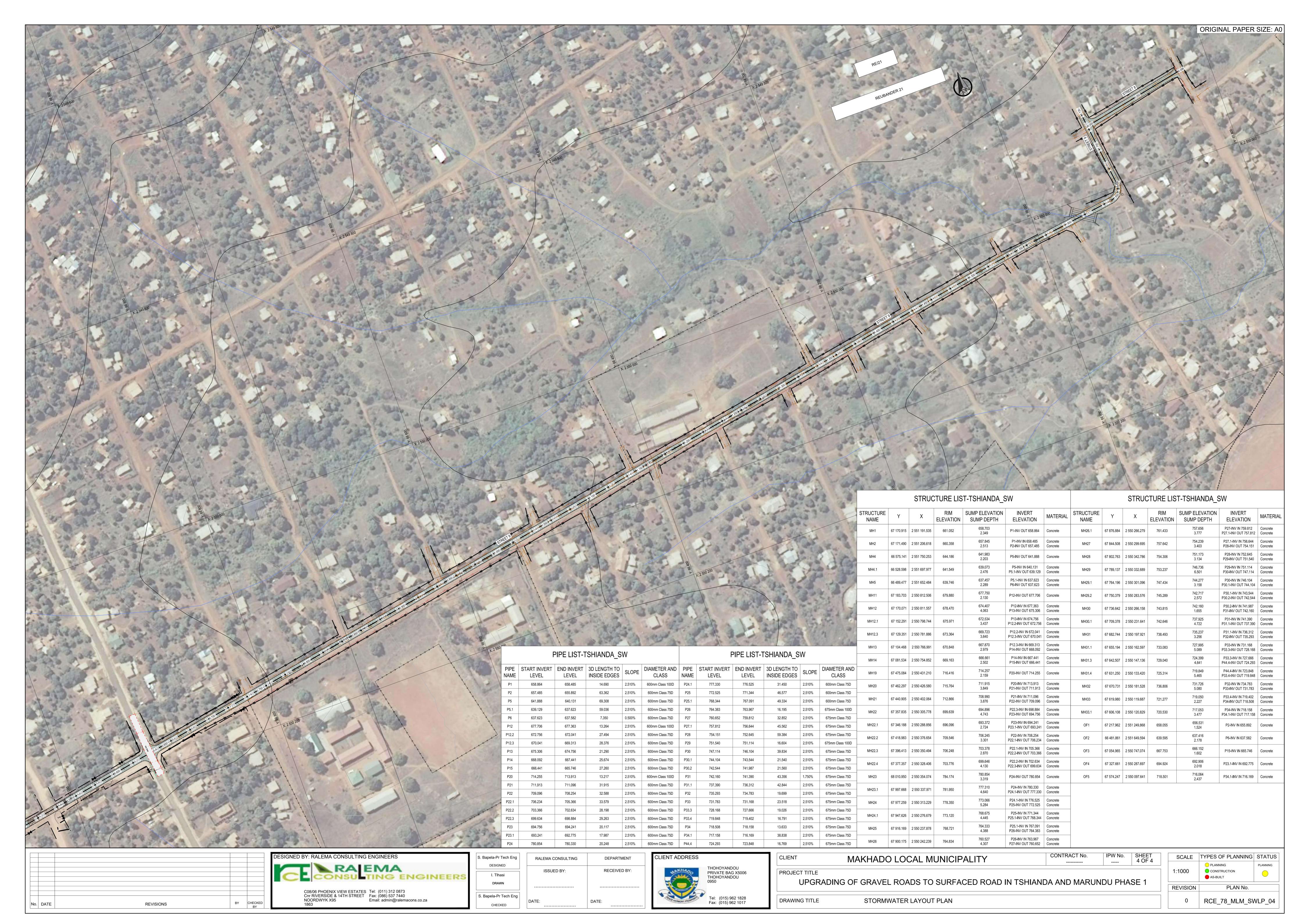












					DESIGNED BY: RALEMA CONSULTING ENGINEERS
					RAEMA
					C CONSULTING ENGINEERS
					C08/06 PHOENIX VIEW ESTATES Tel: (011) 312 0873 Cnr RIVERSIDE & 14TH STREET Fax: (086) 537 7440
No	DATE	REVISIONS	BY	CHECKED	NOORDWYK X95 Email: admin@ralemacons.co.za

FROM 0.000 TO 212.411

S. Bapela-Pr Tech Eng		RALEMA CONSULTING	DEPARTMENT
DESIGNED			
		ISSUED BY:	RECEIVED BY:
I. Tlhasi			
DRAWN			
S. Bapela-Pr Tech Eng			
CHECKED	[	DATE:	DATE:



CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET 1 OF 2					
PROJECT TITLE									
UPGRAD	ING OF GRAVEL ROADS TO SURFACED ROAD IN TS	SHIANDA AND MARUI	NDU PHA	SE 1					
DRAWING TITLE	STORMWATER LONGITUDINAL SECTIONS								

HEET	SCALE	TYPES OF PLANNING	STATUS				
OF 2	SCALE		31A103				
1	1:1000	PLANNING CONSTRUCTION AS-BUILT	PLANNING				
. •	REVISION	PLAN No.					
	0	RCE_78_MLM_SWLS_01					

		715				```											
		710															#
		705															
										L							
		700															STRI
		695															
		MH19	Ø600≳ 100D\		Ø600 75D	MH21	Ø600 75D	MH22.2	Ø600 75D	MH22.3		Ø600 75D WH22.4	Ø600 75D	MH22	Ø600 75D	MH22.1	Ø600 75D
		0.000	13.599	20.000	40.000	46.136	60.000	89,696	100.000	114.248	120.000	140.000 143.418	160.000	173.308	180.000	193.84 <b>®</b>	200.
		716.468	715.928	715.533	713.709	713.101	711.709	709,448	707.691	706.598	706.100	704.351	702.015	700.368	699.200	696.306	030.401
		714.257	714.255	711.953	711.253	708.696	709.096	<b>706.288</b> 706.234	705.736	705.388	783.298	702.732 802.636	699.634	698.896	694-728 694-728	<b>694.380</b> 683.241	7-7-000
		2.211	2,008	3.779	2.456	2.002	3.067	3,300	1.955	3.220	2.867	1.619 <b>4.434</b>	2.786	5.473	4.472	<b>2.936</b>	0.000
		714.050	713.708	711.548	711.046	708.883	708.435	706.933	705.529	703.171	703.027	702.525 80 <u>2</u> .439	699.023	698.689	694.521	693.165	2.0.00
		2.418	2.215	3.986	2.663	2.308	3.274	3,808	2.162	3.427	3.074	1.826 4.641	2.993	5.680	4.679	3.287	0.201
		-	2.51%		2.51% 1:39.8	<b>-</b>	2.51% 1:39.8	<b>&gt;</b>	2.51% 1:39.8	•		2.51% 1:39.8	2.51% 1:39.8		2.51%		2.51% 1:39.8
			13.60M		3∠.54M		33.56M		34.55M			29.1/M	∠9.89m		∠U.54M		18.56m
DESIGN	Q(m3/s) V(m/s)		0.37 3.0		0.36 3.1		0.37 3.2		0.38 3.2			0.39	0.40 3.2		0.42 3.2		0.43
MAX. (0.8D)	Q(m3/s) V(m/s)		0.96 4.2		0.96 4.2		0.96 4.2		0.96 4.2			0.96 4.2	0.96 4.2		0.96 4.2		0.96 4.2
		DESIGN V(m/s)  Q(m3/s)	DESIGN V(m/s) DESIGN V(m/s) DESIGN V(m/s) DESIGN V(m/s) DESIGN V(m/s)	710	710 700 700 700 700 700 700 700 700 700	710	714.050  714	710 705 700 695 700 695 700 695 700 700 695 700 700 700 700 700 700 700 700 700 70	710 705 700 700 700 700 700 700 700 700 70	710 705 700 695 700 695 700 695 700 700 75D	7710 7705 7700 7700 7700 7700 7700 7700	710 0000	710 705 700 695 695 697 700 698 697 700 698 698 698 698 698 698 698 698 698 698	710 700 695 700 695 700 697 700 698 697 700 698 700 700 698 700 700 700 700 700 700 700 700 700 70	710  685  685  686  687  700  687  700  688  688  688	770	7700  695  696  697  697  697  697  698  698  698

NGL -----

SCALES:

REFERENCE

DISTANCE (m)

GROUND LEVEL

PIPE INVERT LEVEL

DEPTH TO INVERT

TRENCH LEVEL

DEPTH TO TRENCH

SLOPE / LENGTH

HYDRAULICS

DESIGN Q(m3/s)
V(m/s)

MAX. (0.8D) Q(m3/s)
V(m/s)

Horizontal 1:1000 Vertical 1:400

DATUM 635.000

Ø600 75D

2.51% 1:39.8 69.99m

0.96 4.2

LONGSECTION MH4 - OF2

FROM 0.000 TO 138.140

Ø600 75D

2.51% 1:39.8 60.00m 637.880 637.889 637.899



NGL ———

EGL ———— HGL · · · ·

SCALES: Horizontal 1:1000

Vertical 1:400

DATUM 655.000

REFERENCE

DISTANCE (m)

**GROUND LEVEL** 

PIPE INVERT LEVEL

DEPTH TO INVERT

TRENCH LEVEL

DEPTH TO TRENCH

SLOPE / LENGTH

HYDRAULICS

MAX. (0.8D) V(m/s)

₩ Ø600 ₽ 100D ₩

**660.370** 660.048

658.825 657.744

2.6**26** 2.305

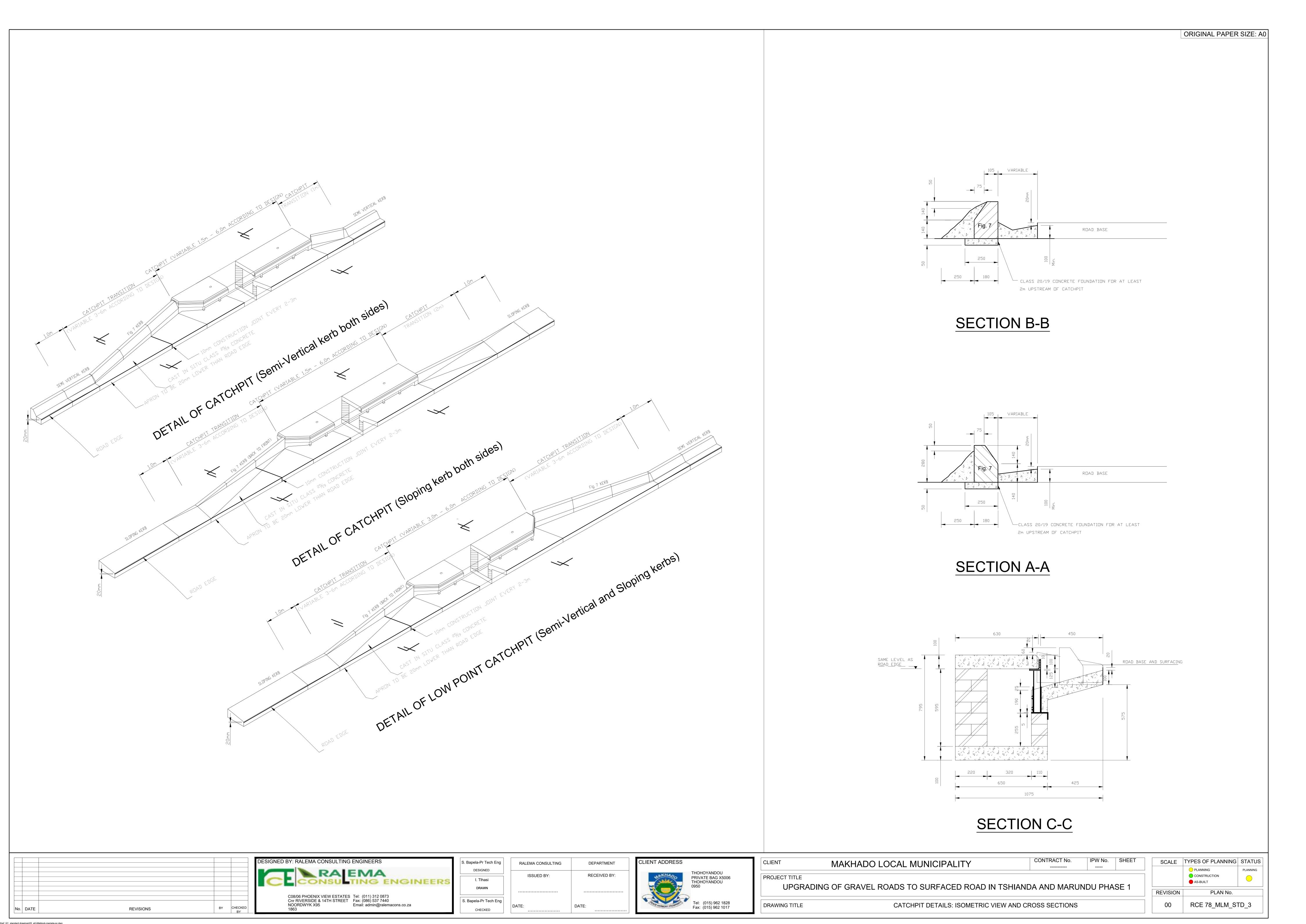
LONGSECTION MH1 - OF1

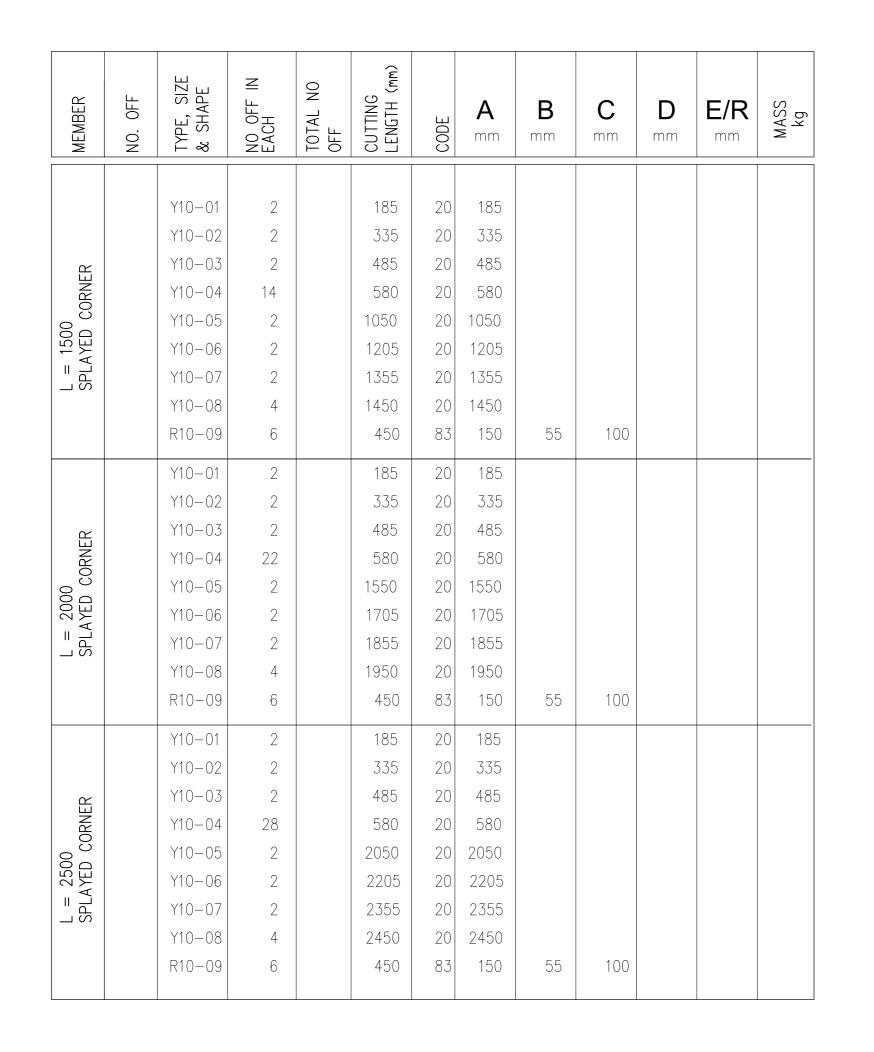
Ø600 75D

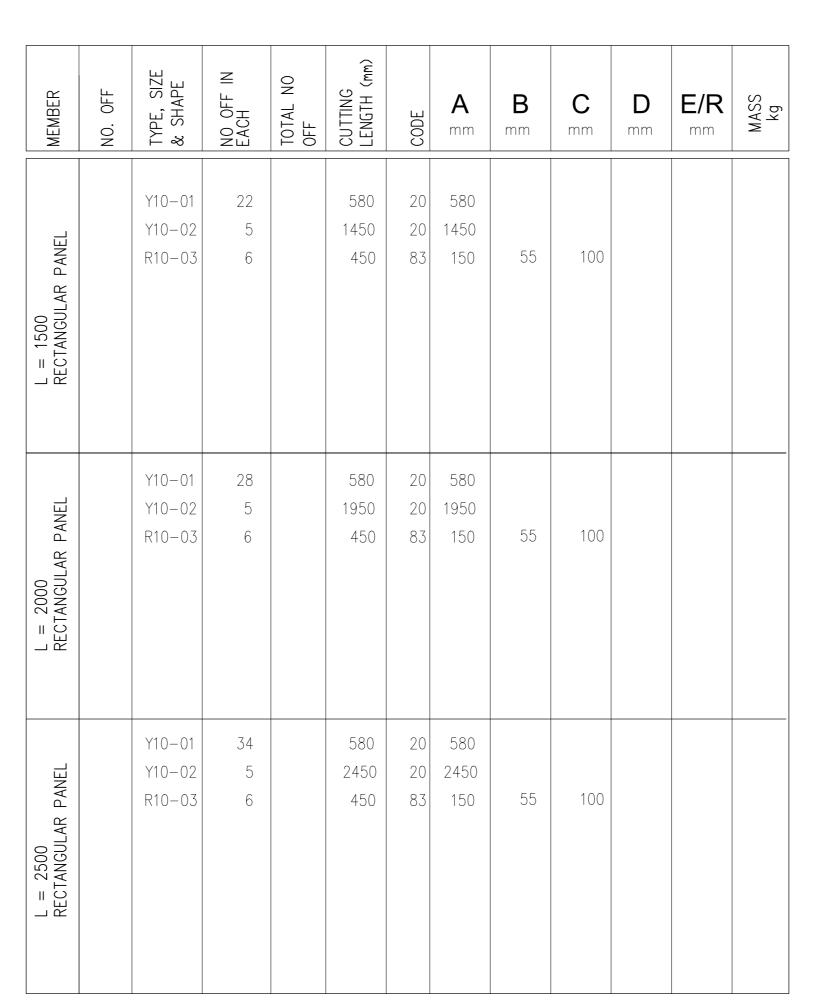
NGL ——			685	STR	EET	3										
EGL HGL · · · ·			680													
SCALES: Horizontal 1:1000			675													
Vertical 1:400			670											-		
DATUM 665.000																,
REFERENCE			MH11	Ø6002 H 100D⊠		Ø600 75D	MH12.1	Ø600 75D	MH12.3	Ø600 75D	MH13		Ø600 75D	MH14	Ø600 75D	0
DISTANCE (m)			0.000	13.664	20.000		<b>35.580</b> 40.000		60.000 64.049	80.000	93.049	100.000		128.888	140.000	116 600
GROUND LEVEL			680.003	678.889	678.005		<b>675.971</b> 675.537		674.087	671.780	670.848	670.530		669.163	668.719	900 299
PIPE INVERT LEVEL			677.750	677.706 <b>674.363</b>	875.338		672.858	3	671.921 <b>689.82</b> 0	670.041	668.936	668.092 667.695		<b>666.44</b> 1	666.275	266 780
DEPTH TO INVERT			2.253	4.481	3.756		3.113		3.54®	2.457	2.939	2.834		<b>2.5</b>	2.444	1 1 1 1 5
TRENCH LEVEL			677.543	674.200	674.041		673.620 672.216	į	671.714 689.618	669.116	668.869	667.488		666.434	890.999	200
DEPTH TO TRENCH			2.460	4.688	3.963		<b>3.624</b>	į	3.847	2.664	3.086	3.041		2.8699	2.651	1 352
SLODE / LENGTH				2.51% 1:39.8		2.51% 1:39.8		2.51% 1:39.8		2.51%			2.51% 1:39.8		2.51% 1:39.8	
SLOPE / LENGTH				13.66m		21.92m		28.47m		29.00m			25.95m		27.68m	
HYDRAULICS	DESIGN V(r	m3/s) m/s)		0.17 2.5		0.17 2.6		0.17 2.6		0.18 2.6			0.18 2.6		0.19 2.4	
	N// N V // \ O   \ \	m3/s) m/s)		0.96 4.2		0.96 4.2		0.96 4.2		0.96 4.2			0.96 4.2		0.82 3.6	

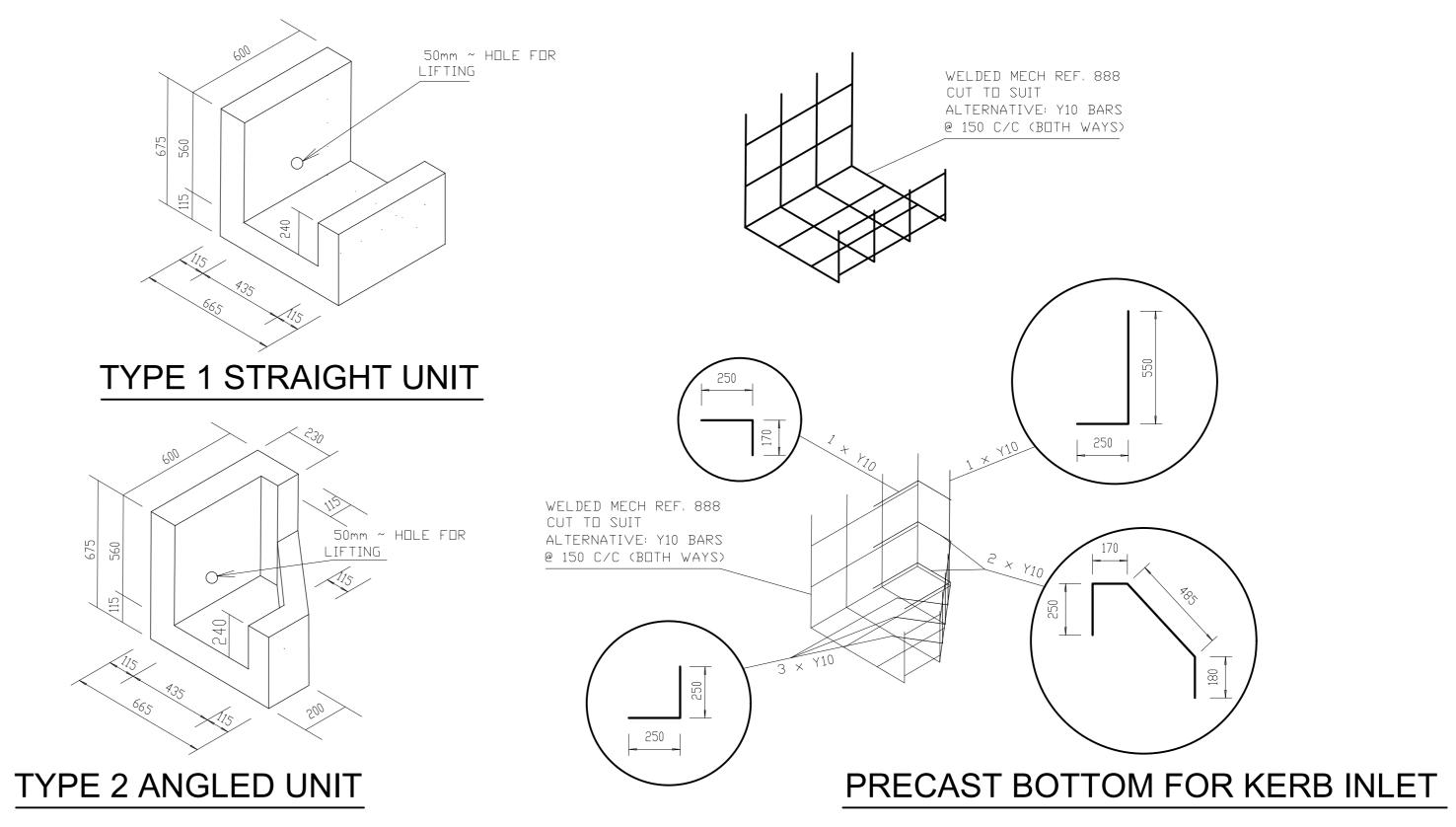


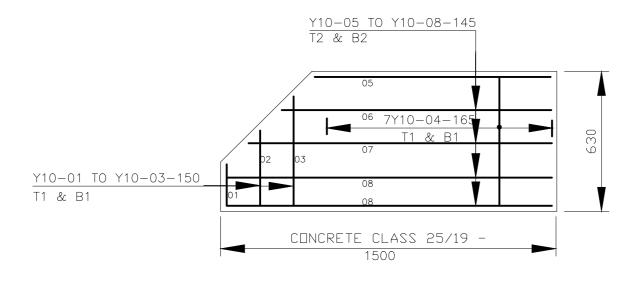
NGL ——— EGL -----HGL···· SCALES: Horizontal 1:1000 Vertical 1:400 DATUM 715.000 Ø675 0€ 75D ₩ Ø675 92 100D W Ø675 KHW MHZ3.1 0090 23 Ø675 75D Ø600 75D Ø675 75D REFERENCE DISTANCE (m) **GROUND LEVEL** 743.869 743.544 742.544 742.367 742.460 742.160 **747.996** 737.390 737.729 764.983 764.383 764.081 760.987 760.652 752.897 752.633 751.540 750.834 760.736 747.114 756.652 **756.888** 754.151 PIPE INVERT LEVEL 2.346 **8.236** DEPTH TO INVERT TRENCH LEVEL 2.566 Ø.4**46** DEPTH TO TRENCH 2.51% 1:39.8 46.53m 2.51% 1:39.8 60.00m 2.51% 1:39.8 40.25m 2.51% 1:39.8 42.97m SLOPE / LENGTH 1.33 4.9 0.96 4.2 1.84 5.6 1.26 4.5 1.79 5.4 1.26 4.5 1.49 4.5 HYDRAULICS 1.26 4.5 MAX. (0.8D) V(m/s) 0.96 4.2 1.26 4.5 1.18 4.2 1.26 LONGSECTION MH23 - OF5 FROM 0.000 TO 648.835



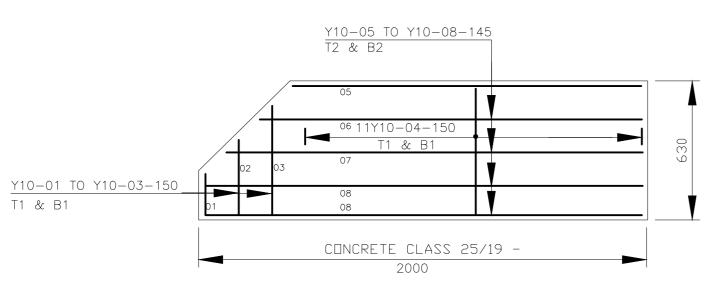




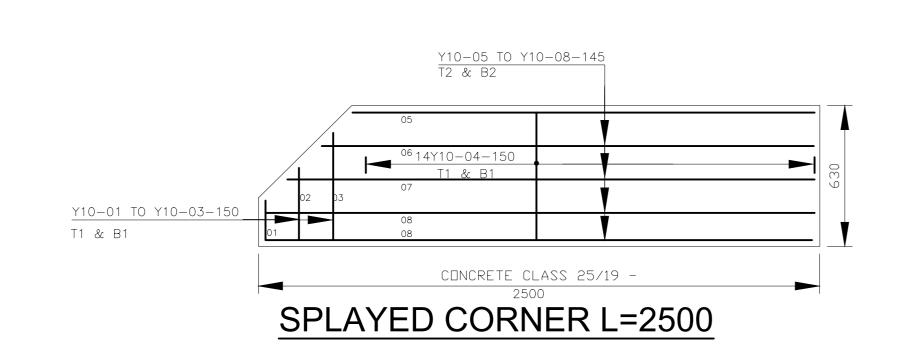


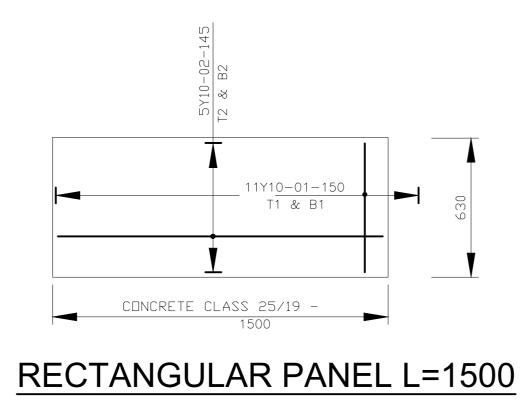


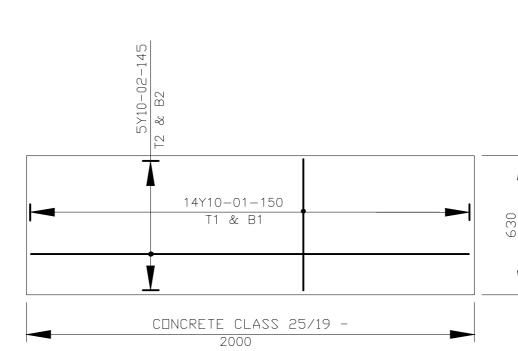
SPLAYED CORNER L=1500

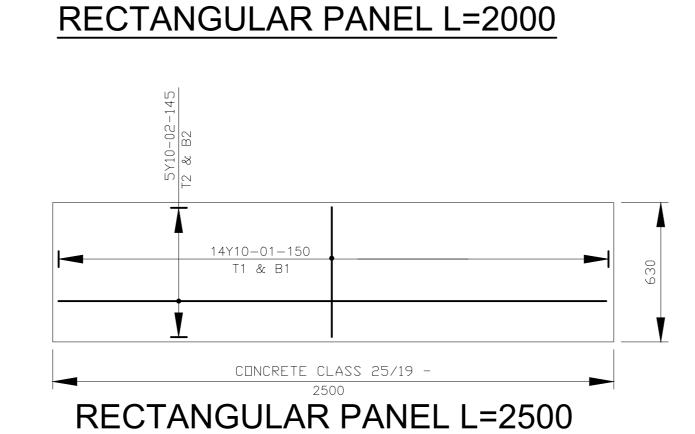


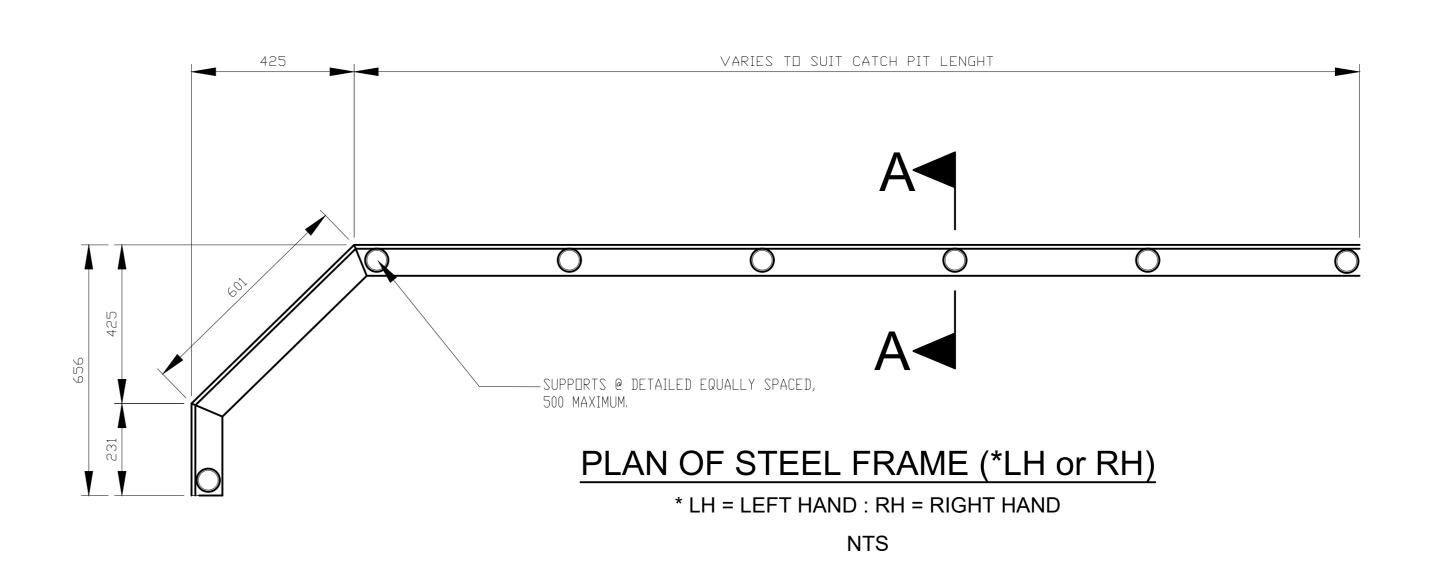
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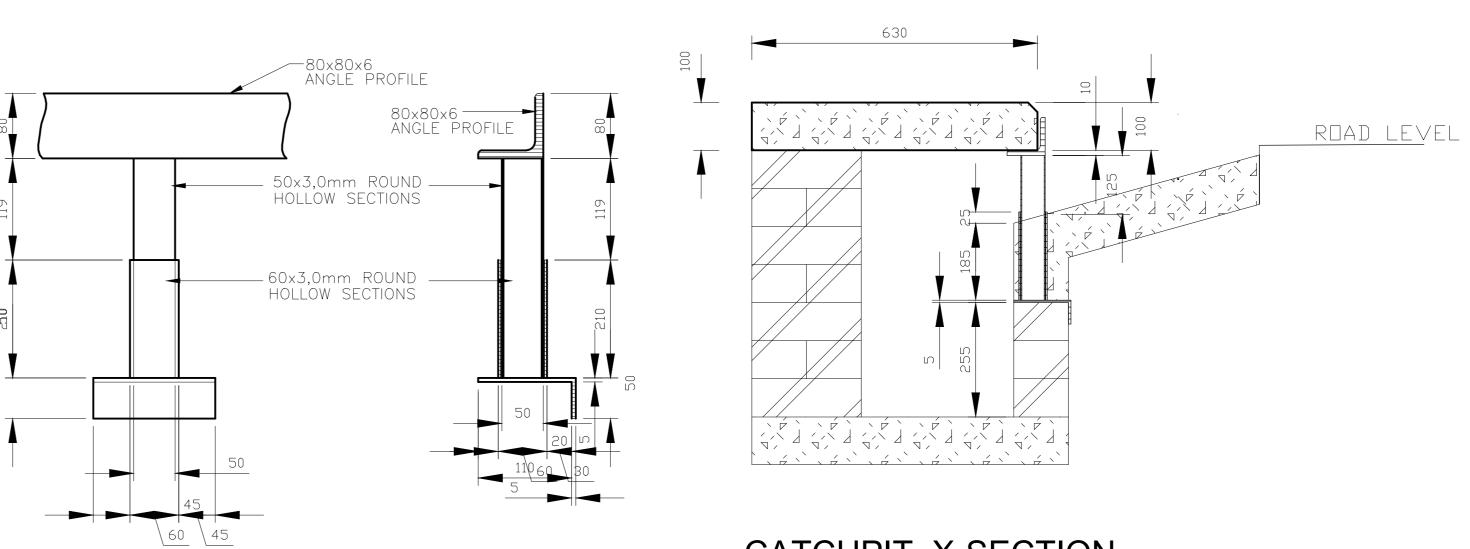










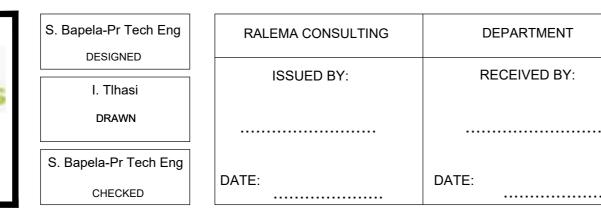


ELEVATION OF STEEL FRAME  NTS	SECTION A-A	CATCHPIT X-SECTION  NTS
50	20 lp 11060 30 5	



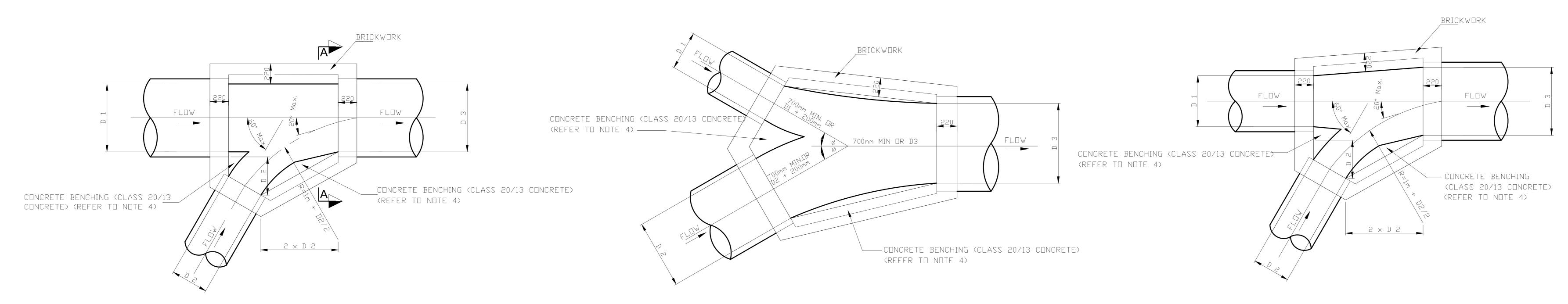
No. DATE

REVISIONS





CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET	SCALE	TYPES OF PLANNING  PLANNING	STATUS PLANNING
PROJECT TITLE		OE 4		OCONSTRUCTION AS-BUILT			
UPGRAD	ING OF GRAVEL ROADS TO SURFACED ROAD IN TSHIAN	SET	REVISION	PLAN No.			
DRAWING TITLE	CATCHPIT DETAILS DETAILS OF STEEL FRAME AND PRECAS		00	RCE 78_MLM_S	ΓD_4		



PLAN OF TYPE C JUNCTION BOX (WITHOUT COVER SLAB)

D 1 = D 3 AND D 2 VARIES

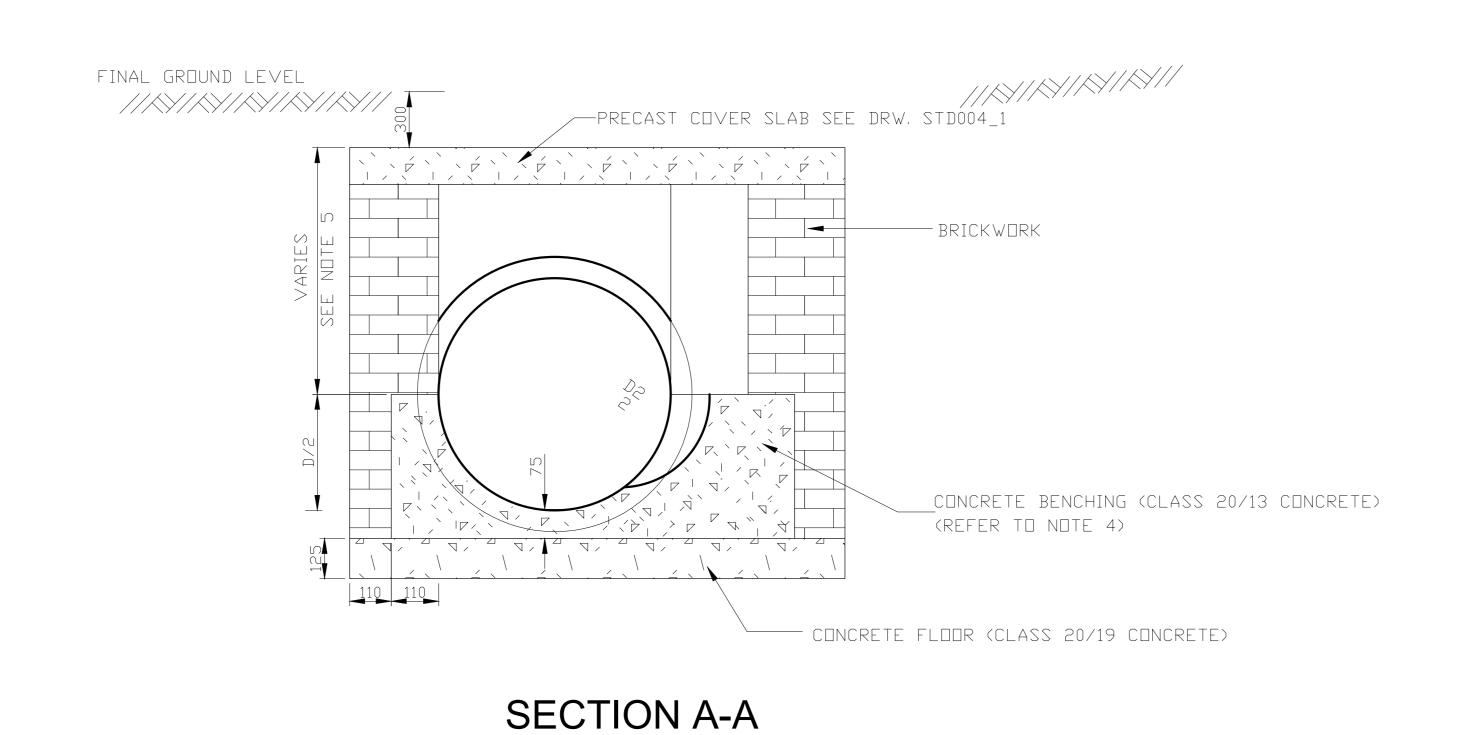
PLAN OF TYPE C JUNCTION BOX (WITHOUT COVER SLAB)

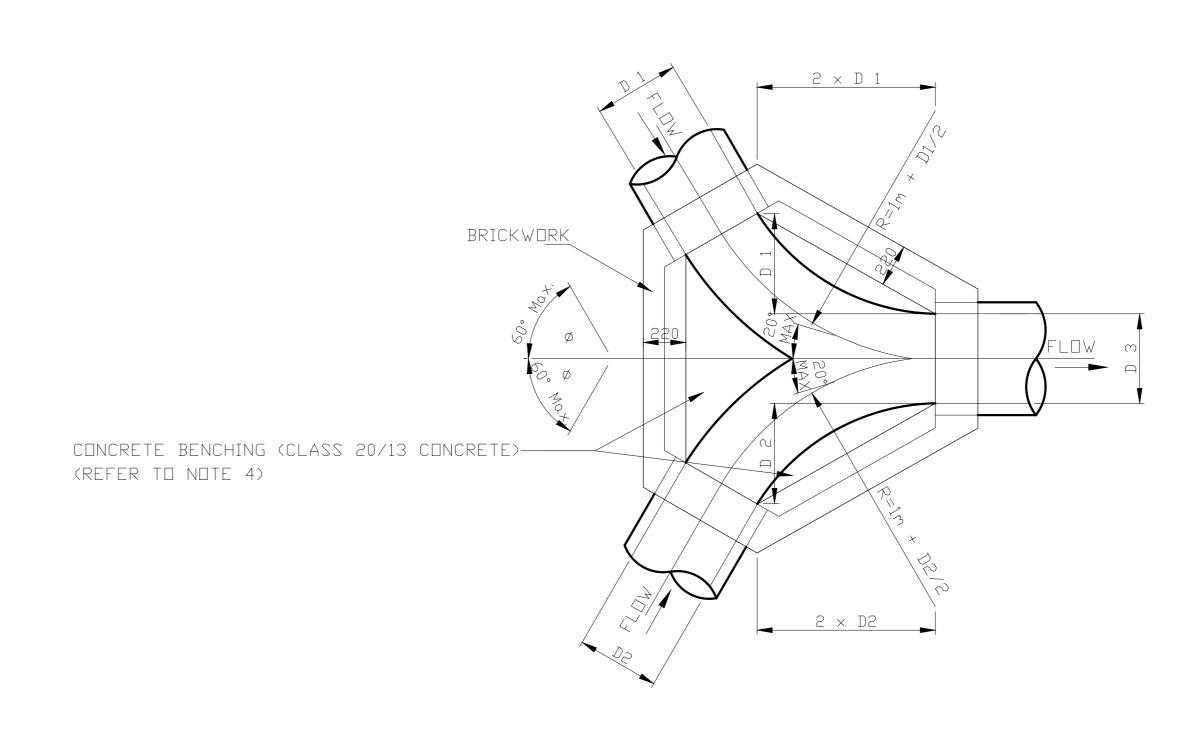
D 1 ≠ D2 ≠ D 3 AND Ø < 30°

PLAN OF TYPE C JUNCTION BOX

( WITHOUT COVER SLAB)

D 1 ≠ D 3 AND D 2 VARIES

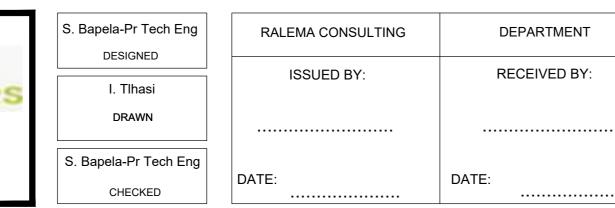




PLAN OF TYPE C JUNCTION BOX (WITHOUT COVER SLAB)

D 1 = D2 = D 3 AND Ø ≯ 30°

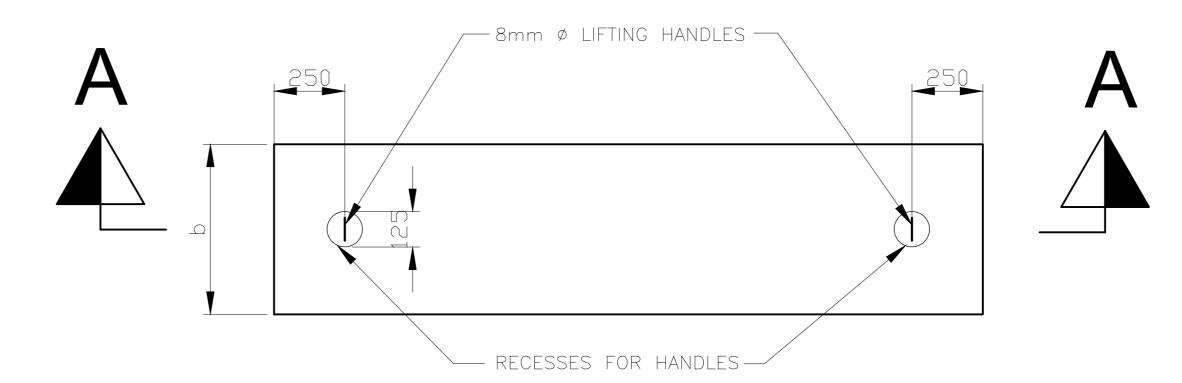
				DESIGNED BY: RALEMA CONSULTING ENGINEERS
				RALEMA CONSULTING ENGINEERS
No. DATE	REVISIONS	ВУ	CHECKED	C08/06 PHOENIX VIEW ESTATES Tel: (011) 312 0873 Cnr RIVERSIDE & 14TH STREET Fax: (086) 537 7440 NOORDWYK X95 Email: admin@ralemacons.co.za





# TYPICAL JUNCTION BOX CONFIGURATIONS LEGEND: A-TYPE JUNCTION BOX TO CONNECT CATCHPIT WITH PIPES, SIZE: 900mm x 600mm B-TYPE JUNCTION BOX TO CONNECT CATCHPIT WITH PIPES, SIZE: 900mm x VARIES CONNECTING 1 PIPE TO JUNCTION BOX AT CATCHPIT CONNECTING 2 PIPES TO JUNCTION BOX AT CATCHPIT CONNECTING 3 PIPES TO JUNCTION BOX AT CATCHPIT C-TYPE JUNCTION BOX CONNECTING 3 PIPES (NO CATCHPIT), SIZE VARIES D-TYPE JUNCTION BOX CONNECTING 2 PIPES (NO CATCHPIT), SIZE VARIES STORMWATER PIPE AND DIRECTION OF FLOW DISTANCE FROM ROAD EDGE TO FURTHEST WALL OF PIPE OF CULVERT S < 2400mm S > 2400mm LOW POINT, S < 2400mm LOW POINT, S < 2400mm LOW POINT, S > 2400mm LOW POINT, S >2400mm

## PRECAST COVER SLAB FOR JUNCTION BOXES



# PLAN OF PRECAST COVER SLAB SCALE 1: 20

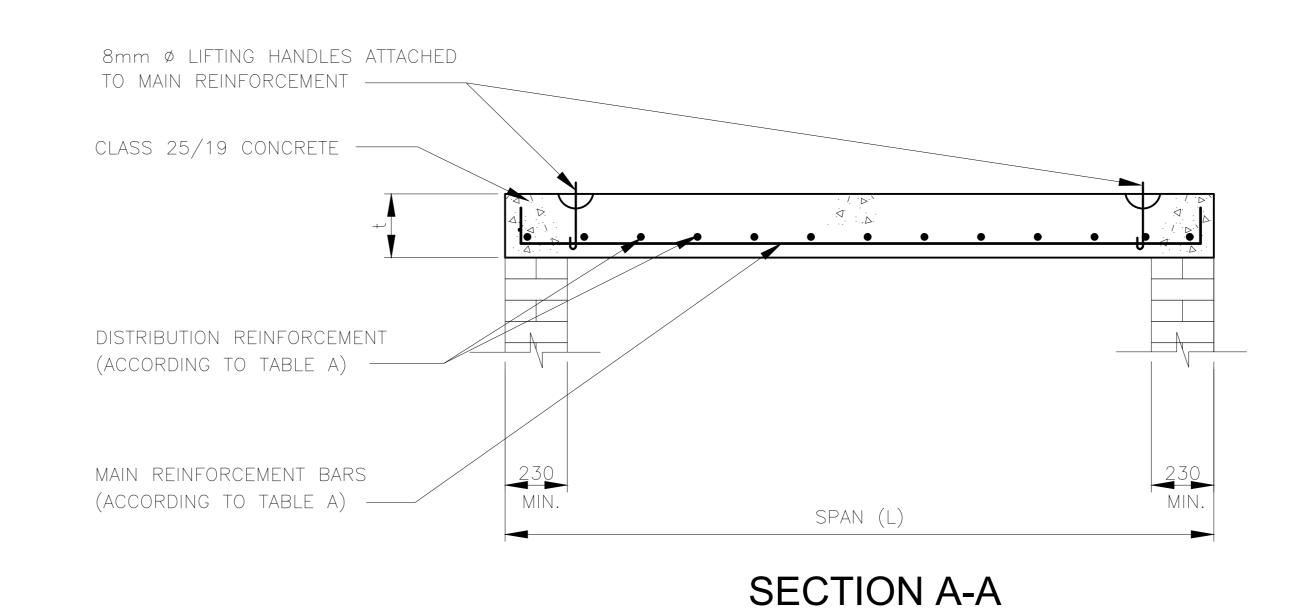


TABLE A:	PRECAST COVER SLA	AB REINFORCEMEN	T DETAILS	
Span (mm)	Thickness (mm)	Main Reinf	orcement	
L	Ι Γ	b = 450	b = 600	
Up to 500	125	4Y12 -125	5Y12 -125	
Up to 1000	150	5Y12 -100	5Y12 - 125	
Up to 1250	150	4Y16 -125	5Y12 - 125	
Up to 1500	175	4Y 16 -125	5Y12 - 125	
Up to 1750	175	4Y16 -125	5Y16 - 125	
Up to 2000	200	4Y16 -125	5Y16 - 125	
Up to 2250	200	4Y 16 -125	5Y16 - 125	
Up to 2500	200	5Y16 -100	5Y16 - 125	
Up to 2750	225	5Y16 -100	5Y16 - 125	
Up to 3000	225	5Y16 -100	6Y16 - 125	

SCALE 1: 20

Distribution reinforcement: Y10 bars @ 125 c/c for all spans

Refer to notes for bending details.

#### 1. JUNCTION BOX CONFIGURATION

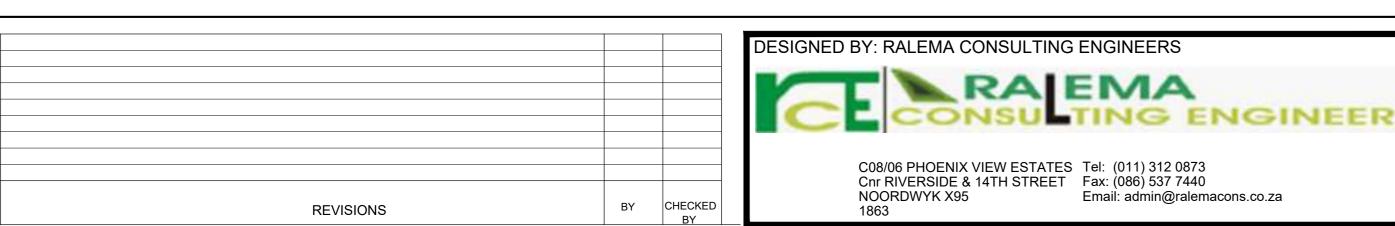
1.1 Symbols used to indicate the junction box types are only for purposes of this drawing, and not applicable to working drawings.

#### 2. PRECAST COVER SLABS

- 2.1 Concrete to be class 25/19 (25MPa)
- 2.2 Concrete to be cured for a minimum period of 7 days.
- 2.3 Minimum cover to reinforcement = 20mm
- 2.4 Lifting handles as specified or otherwise approved
- by the Engineer.
- 2.5 Reinforcement

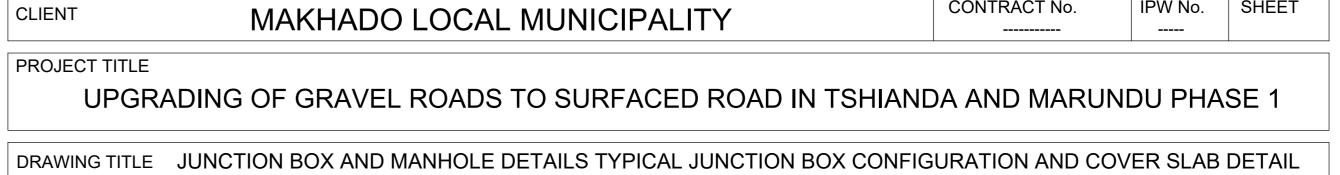
code 20 is used.

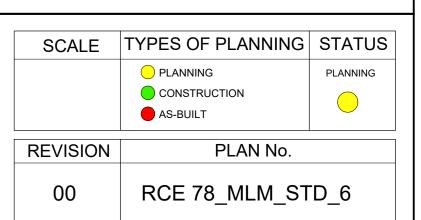
- i) Type, bar and spacing as specified in Table A.
   ii) Main reinforcement to be shape code 38, with hook length (A dimension) not less than t 60, except for slabs with a span not exceeding 1000mm, where no hooks are required and shape
- 2.6 Also refer to section 502, 702, 703 and 704 of the Standard Specifications for Municipal Civil Engineering Works, 3rd Edition, 2005.

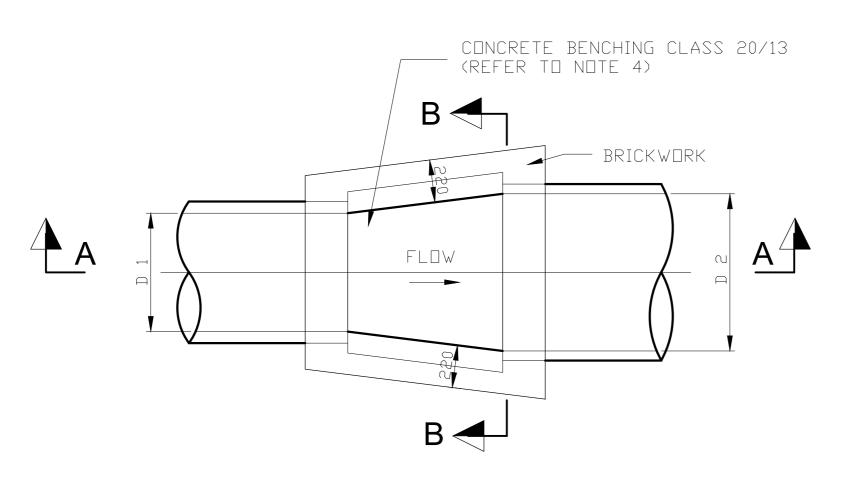


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	S. Bapela-Pr Tech Eng	RALEMA CONSULTING	DEPARTMENT
	DESIGNED	1001155 51/	DEOEN/ED DV
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	CHECKED	DATE	UATE

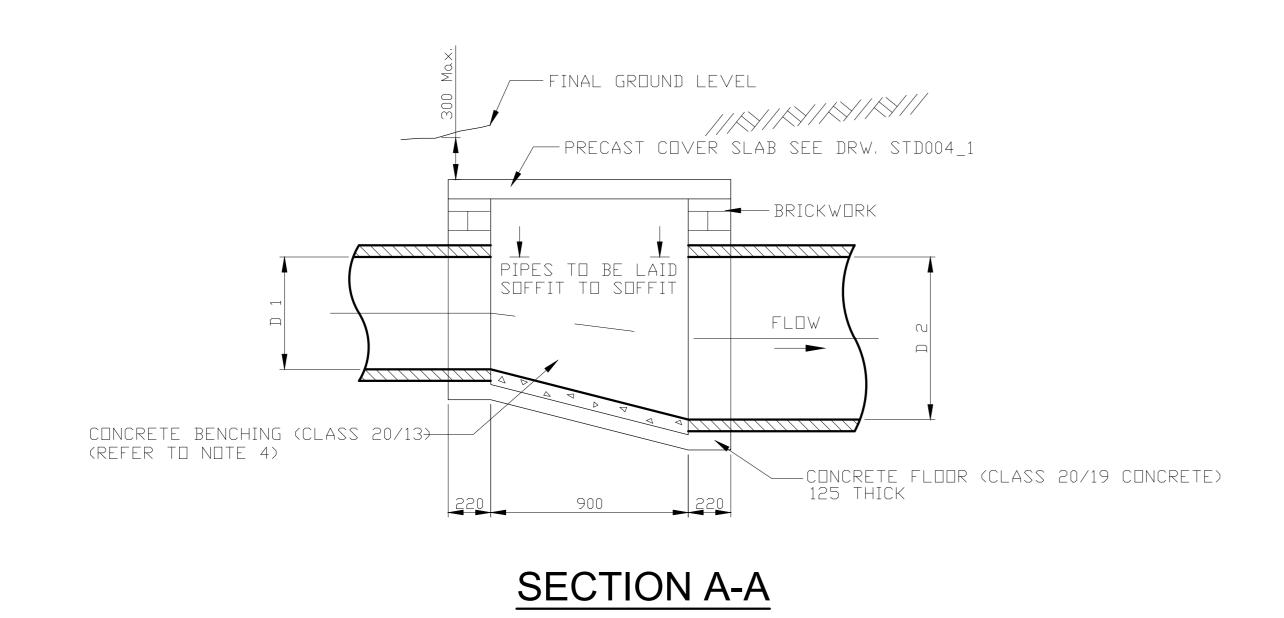


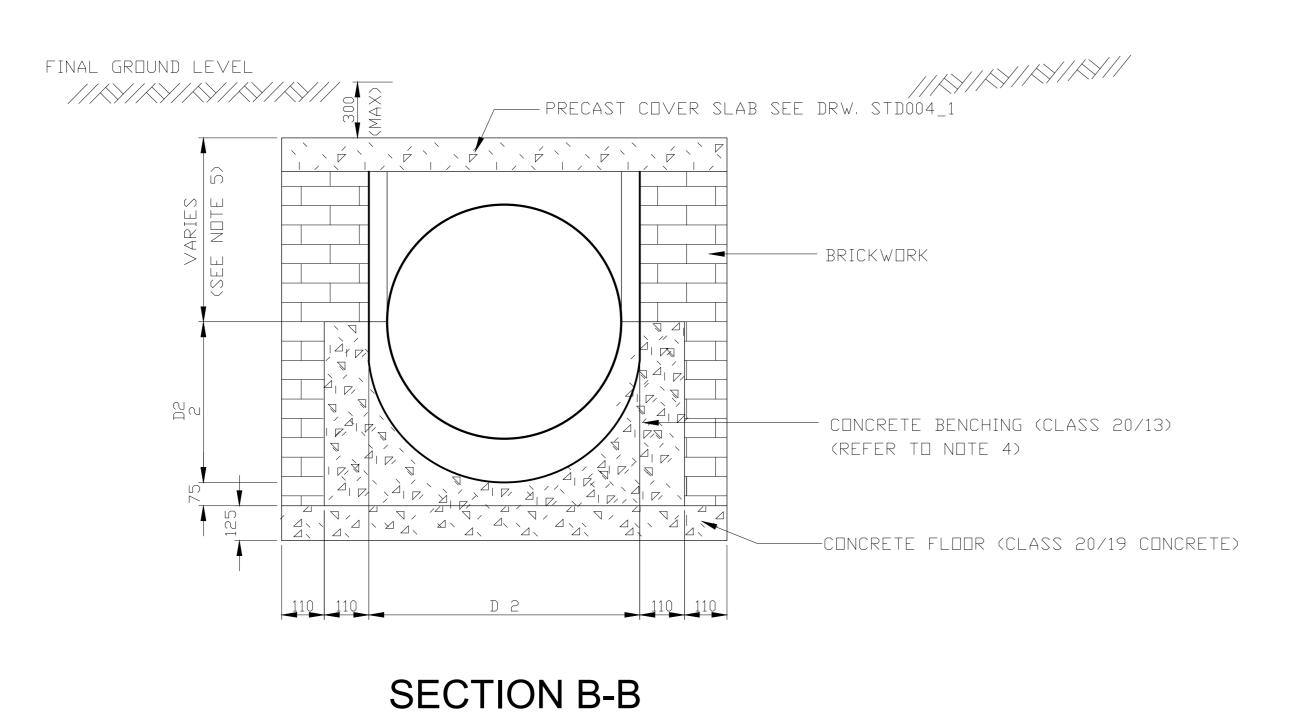


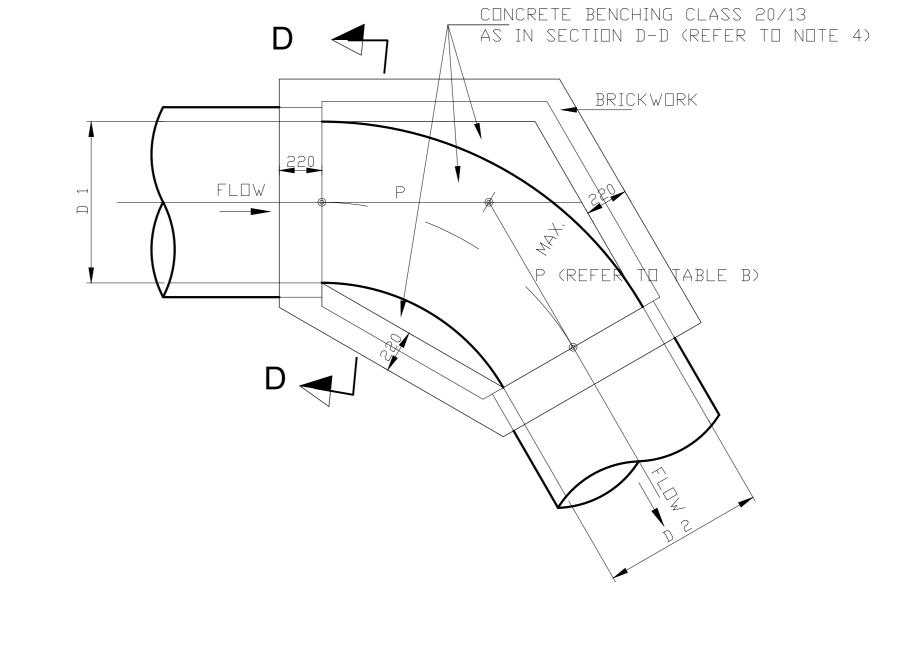




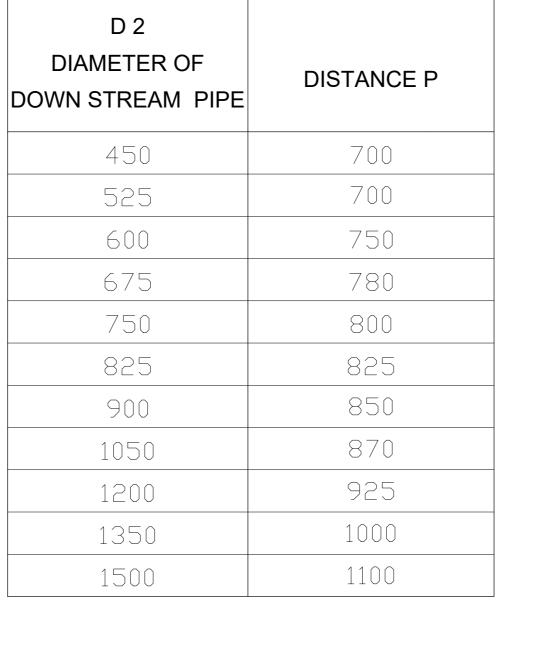
# PLAN OF TYPE D JUNCTION BOX (WITHOUT COVER SLAB) D 1 < D 2



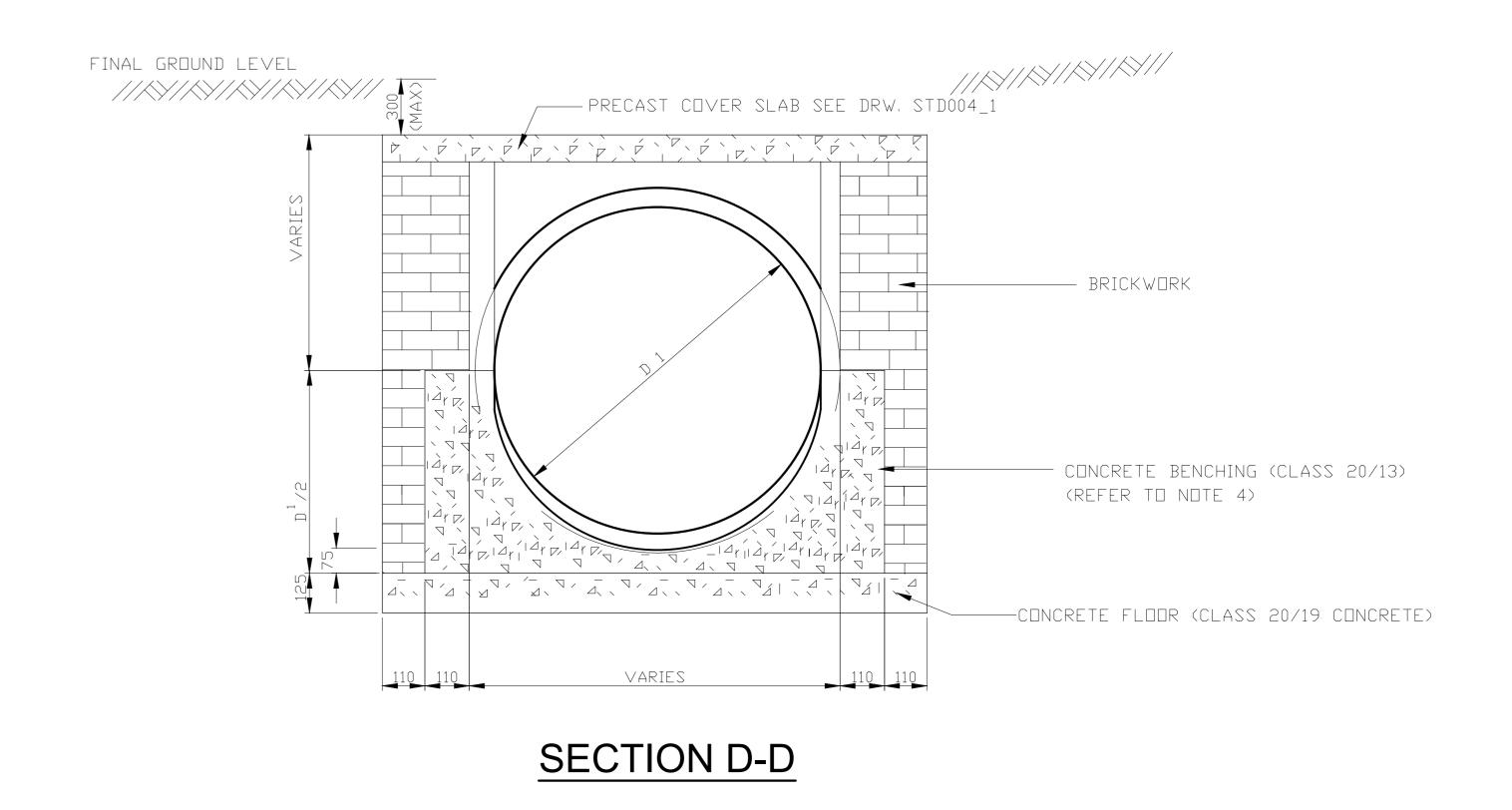


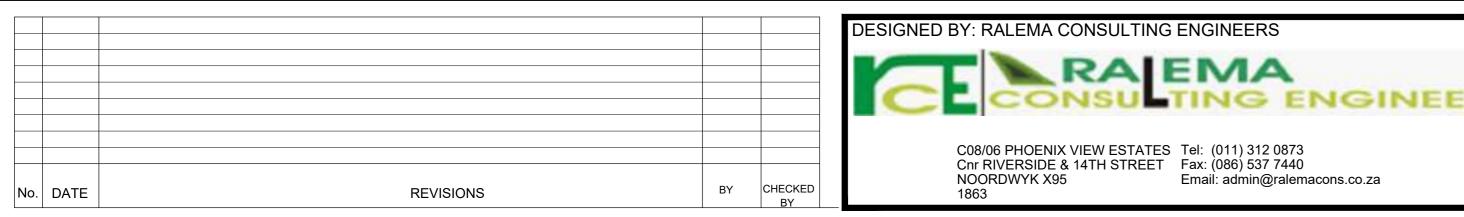


### PLAN OF TYPE D JUNCTION BOX (WITHOUT COVER SLAB) D 1= D 2 OR D 1 < D 2

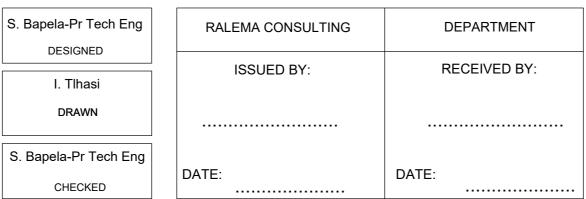


TABEL B

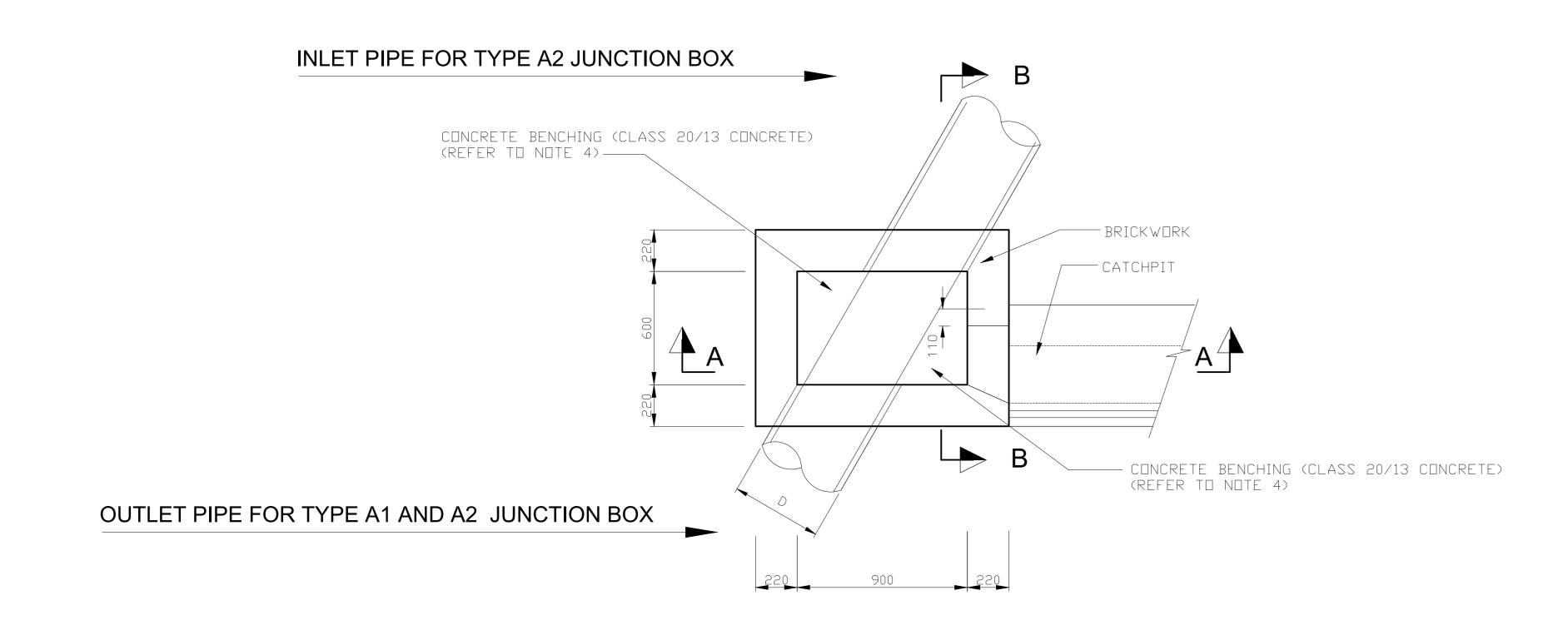




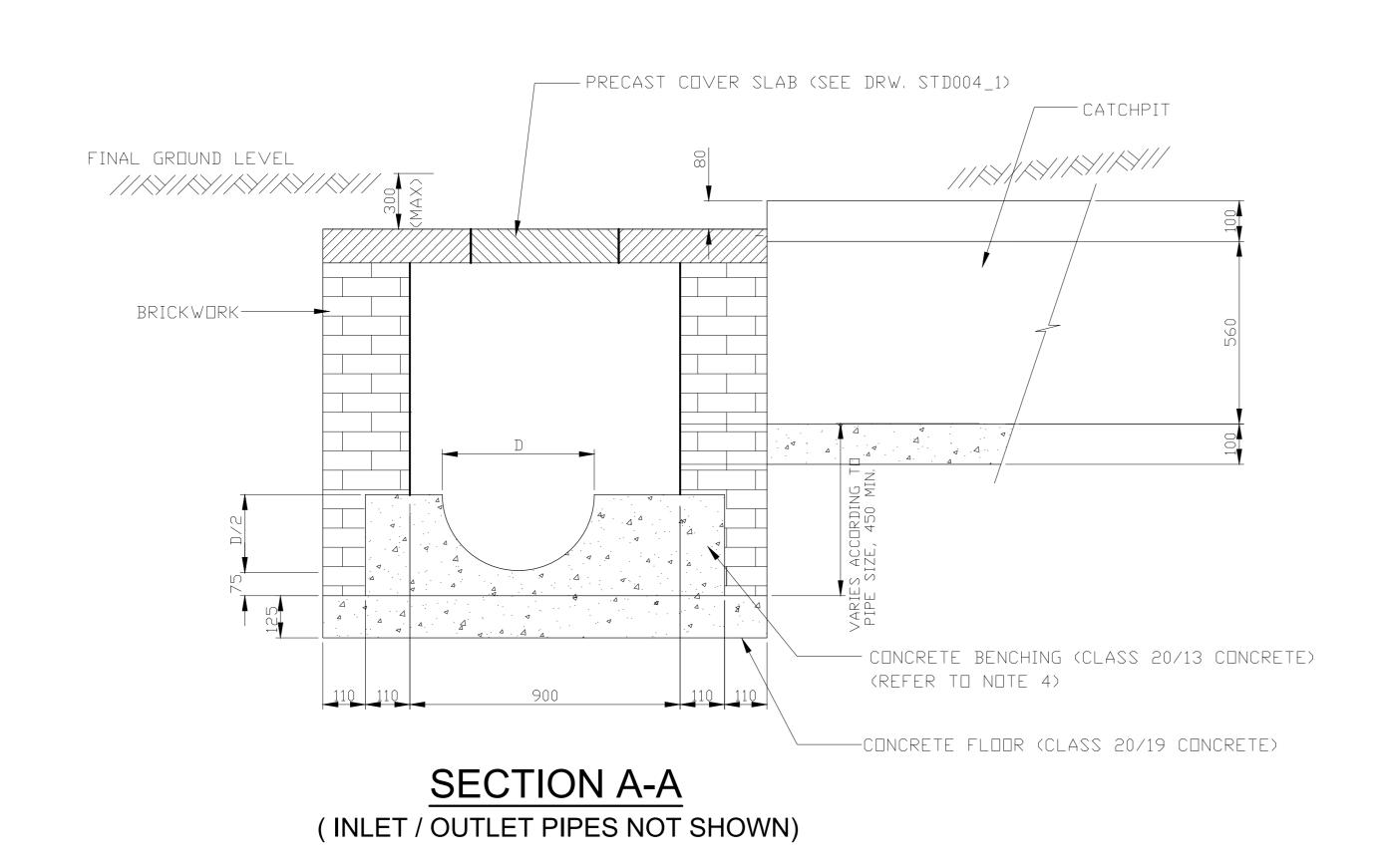


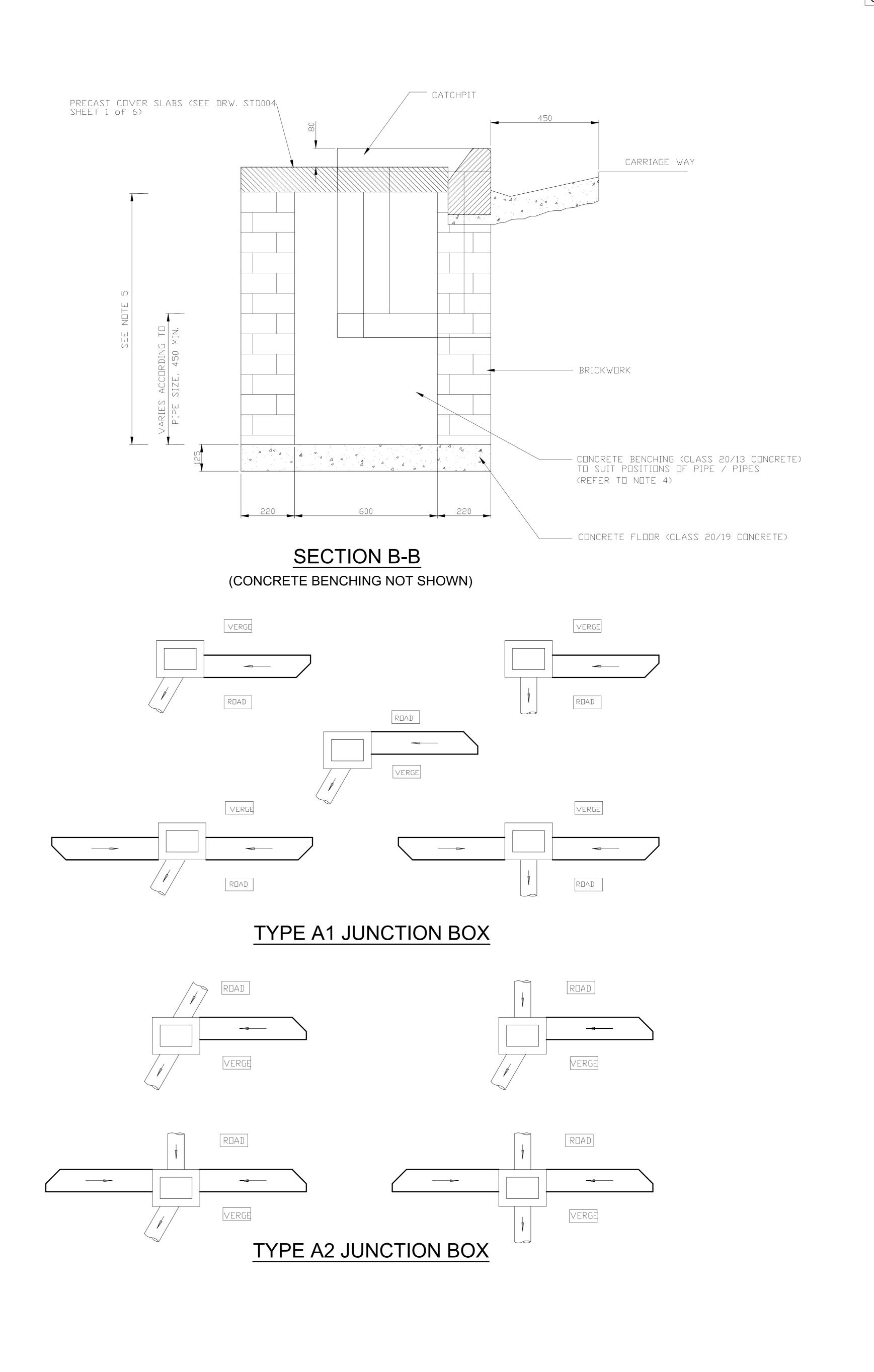




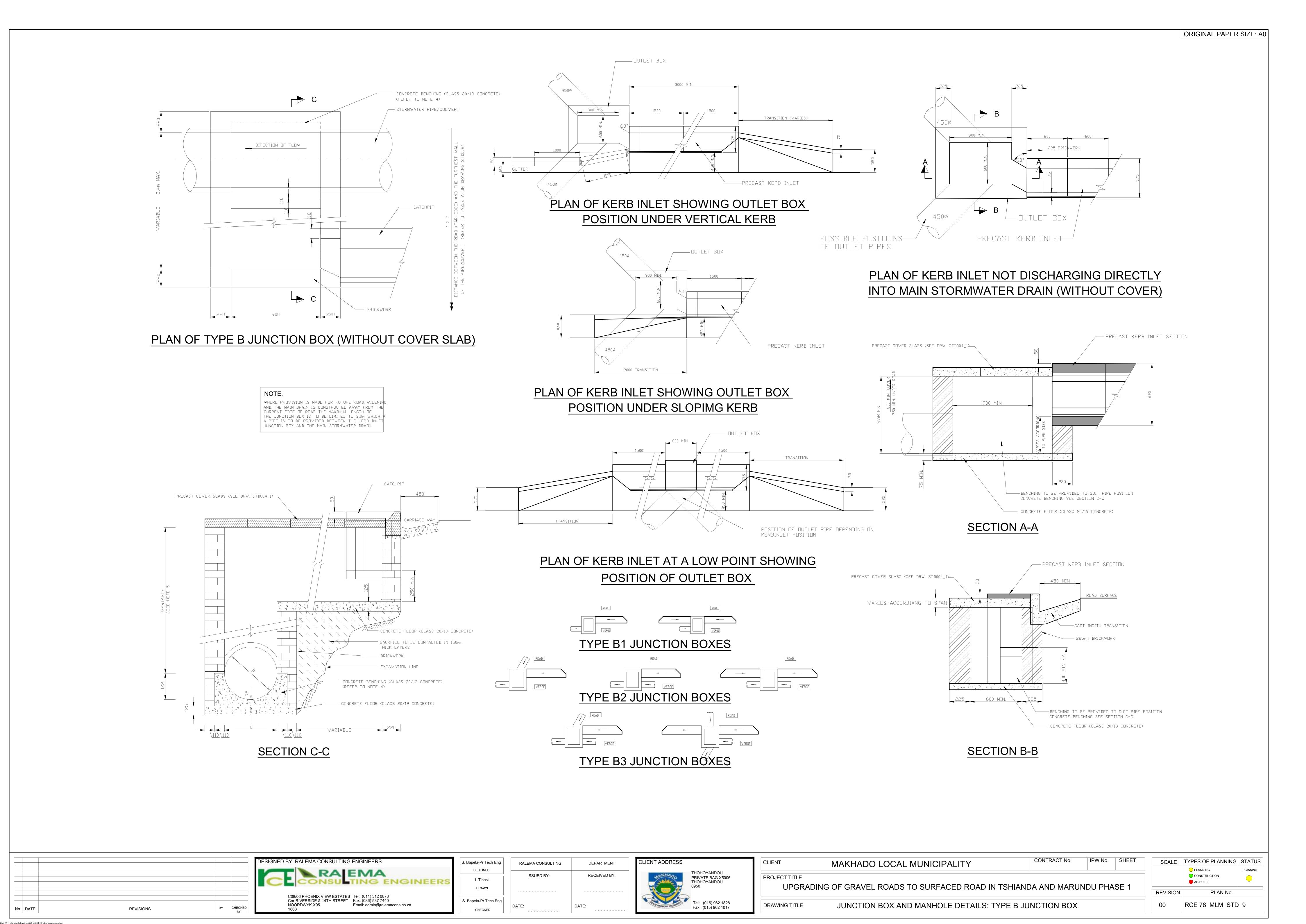


# PLAN OF TYPE A JUNCTION BOX (WITHOUT COVER SLAB)

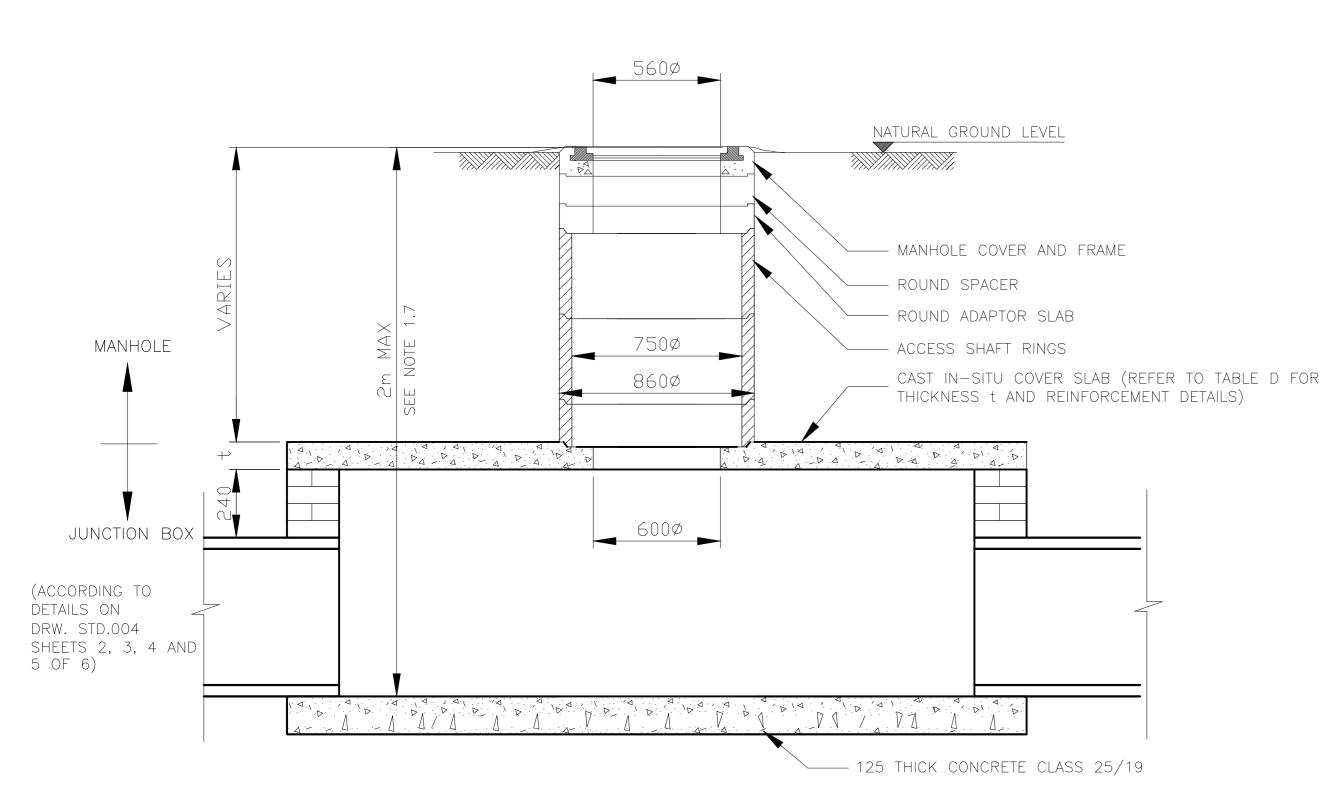




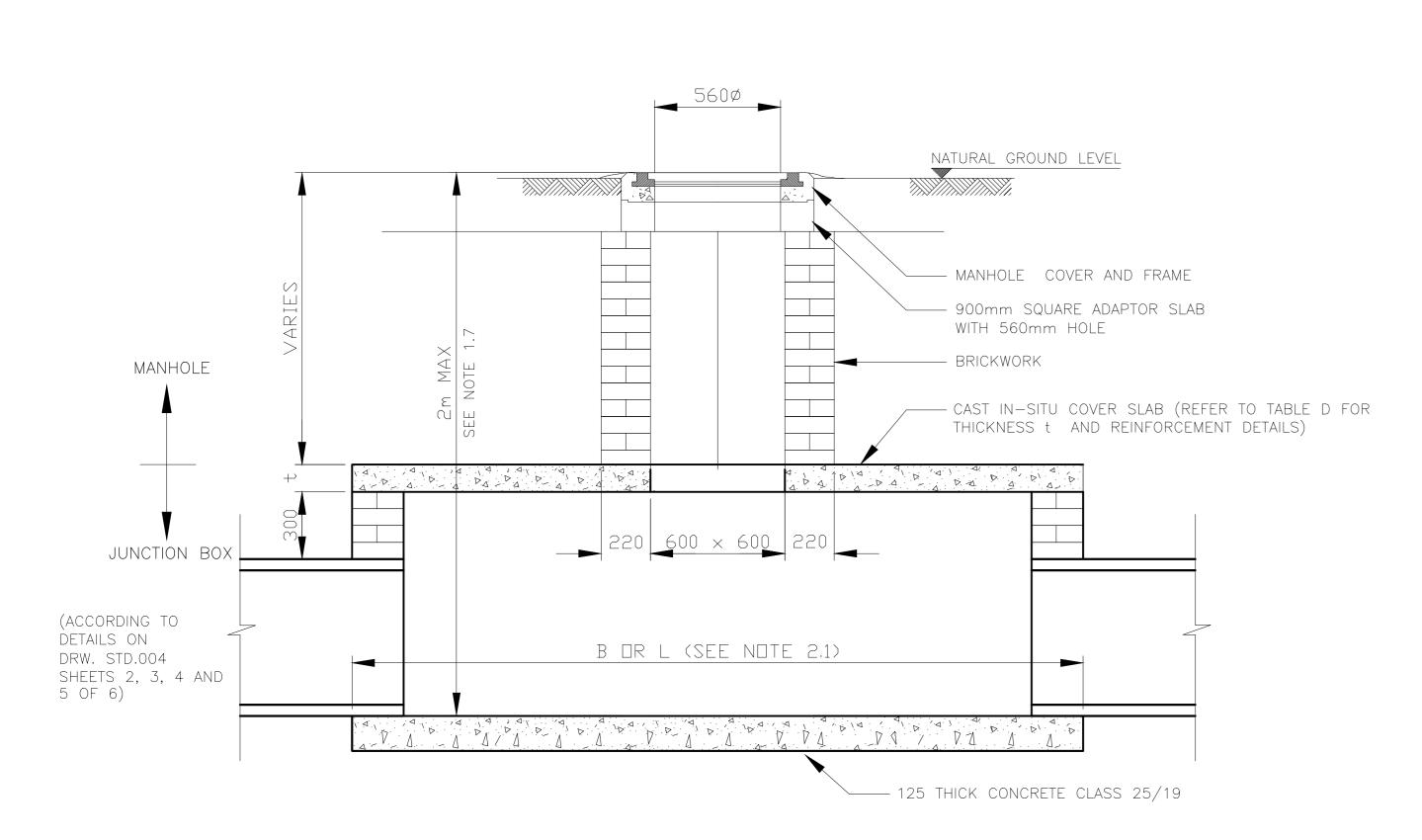




# TYPICAL CROSS SECTION THROUGH JUNCTION BOX AND MANHOLE

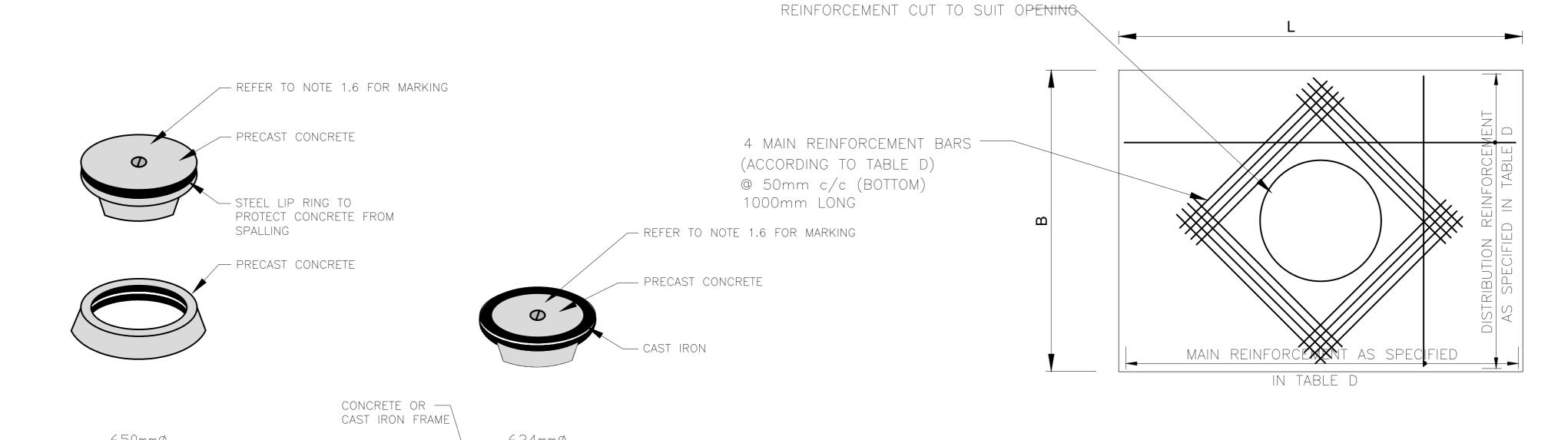


MANHOLE WITH PRECAST SHAFT



MANHOLE WITH MASONARY SHAFT

#### MANHOLE FRAME AND COVER



### CAST INSITU COVER SLAB FOR CIRCULAR SHAFT SECTION

FRAME AND COVER

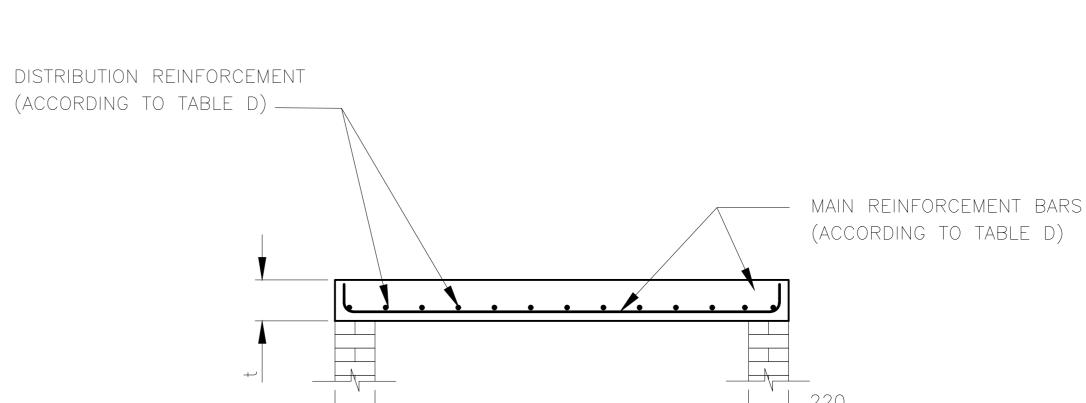
808mmØ

PRECAST CONCRETE COMBINATION PRECAST CONCRETE / CAST IRON FRAME AND COVER (SEE NOTE 1.5)

808mmØ

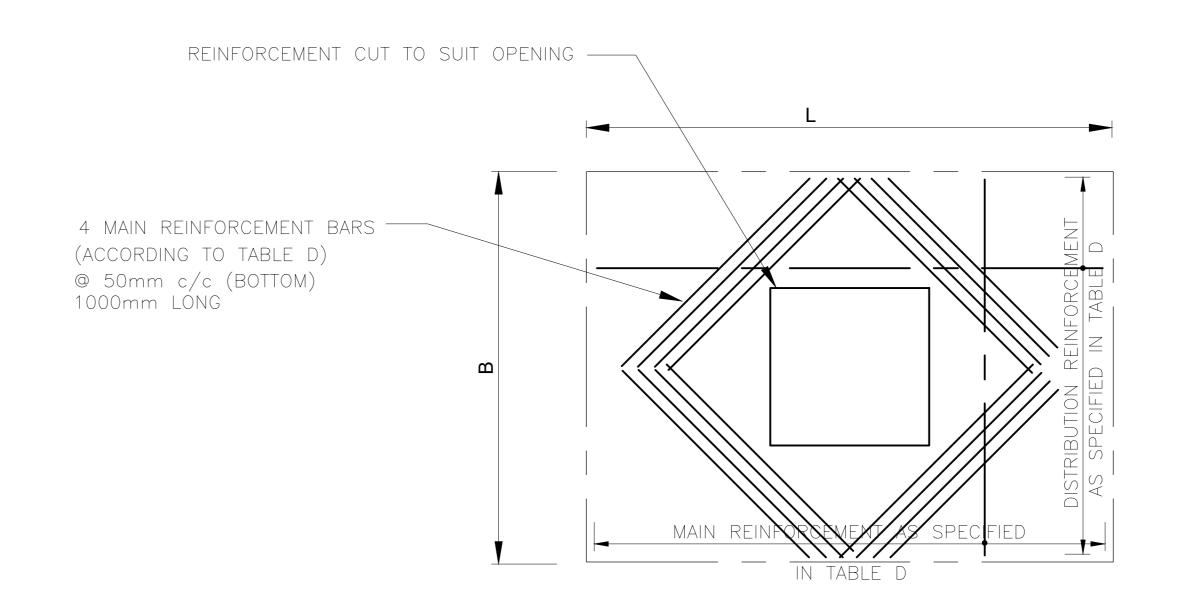
TABLE C: USE OF MANHOLES AT JUN	CTION BOXES
APPLICATION	TYPE OF COVER AND FRAME
At junction boxes falling underneath the carriage way.	SABS Type 4 Cast Iron Heavy duty
At least every 100m on long inaccessible stormwater lines.	SABS Type 4 Precast Concrete Medium duty
At junction boxes falling underneath block or concrete paving on the sidewalk.	SABS Type 4 Precast Concrete Medium duty
At junction boxes where the main stormwater line changes course	SABS Type 4 Precast Concrete Medium duty
At junction boxes indicated otherwise on the drawings or specified by the Engineer.	SABS Type 4 As specified

CAS	NFORCEMENT DETA ST IN-SITU COVER SL te: B < L)	
Span (B) (mm)	Thickness (t) (mm)	Main Reinforcement
Up to 1500	175	Y12 - 120
Up to 2500	200	Y16 - 150
Up to 3000	225	Y16 - 150
> 3000	Design to	be submitted
Distribution reinforcement	t: Y12 bars @ 200 c/c	
Refer to notes for bending	g details.	



(NOT INDICATING REINFORCEMENT AROUND HOLE)

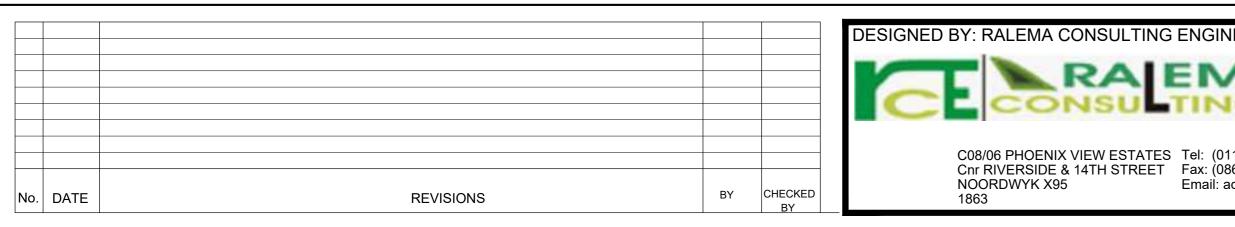
SECTION A-A



CAST INSITU COVER SLAB FOR SQUARE SHAFT SECTION

1. MANHO

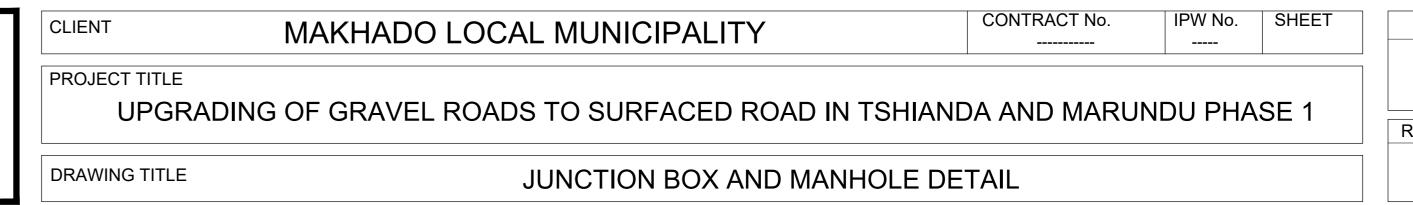
- 1.1 All precast manhole sections shall comply with the relevant requirements of SANS 1294.
- 1.2 No step irons shall be required unless otherwise
- indicated on the drawings. 1.3 Dimensions of precast manhole sections are
- approximate and may vary slightly according to different manufacturer's specifications. 1.4 Position of manholes shall be directly above the PI of
- adjoining stormwater pipes.
- 1.5 The function of the combination precast concrete/cast iron manhole cover is to replace lost cast iron covers,
- unless otherwise specified. 1.6 All concrete manhole covers shall have the letters
- "SW" formed or engraved on top. Each letter shall be 50mm wide, 75mm high and 5mm thick. 1.7 Manhole covers and frames made of other materials, like polymer concrete, must comply with the relevant
- SANS-Specifications, be approved by the Engineer in writing and be installed according to the manufacturer's specifications. 1.8 Where the total depth of the junction box/manhole combination (invert level to finished ground level)
- exceeds 2,0m, a structural design must be submitted by a professional engineer.
- 1.9 All bricks shall comply with SANS 227 and shall be engineering units of class FBS (Face brick Standard) with a nominal compressive strenght of 12 MPa.
- CAST IN-SITU COVER SLABS
- 2.1 Measurement B is always smaller than L.
- 2.2 Concrete to be class 25/19.
- 2.3 Concrete to be cured for a minimum period of 7 days. 2.4 Minimum cover to reinforcement is 20mm.
- 2.5 Type, bar and spacing of reinforcement as specified in Table D.
- 2.6 Main reinforcement to be shape code 38, with hook
- length (A- dimension) not less than t minus 60, except for slabs with a span not exceeding 1000, where no hooks are required and shape code 20





S. Bapela-Pr Tech Eng	RALEMA CONSULTING	DEPARTMENT
DESIGNED	ICCUED DV.	RECEIVED BY:
I. Tlhasi	ISSUED BY:	RECEIVED BY.
DRAWN		
S. Bapela-Pr Tech Eng		
CHECKED	DATE:	DATE:

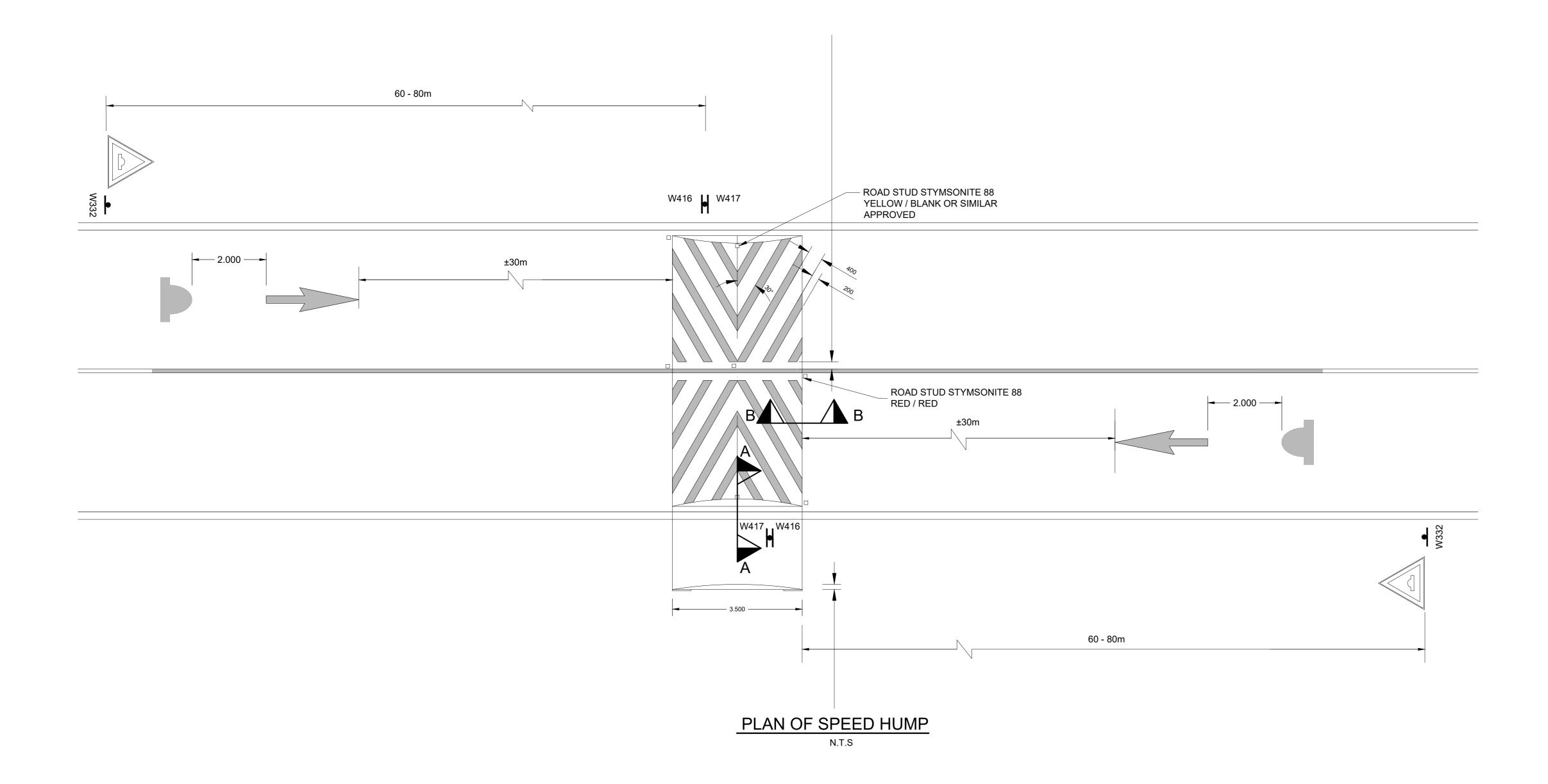


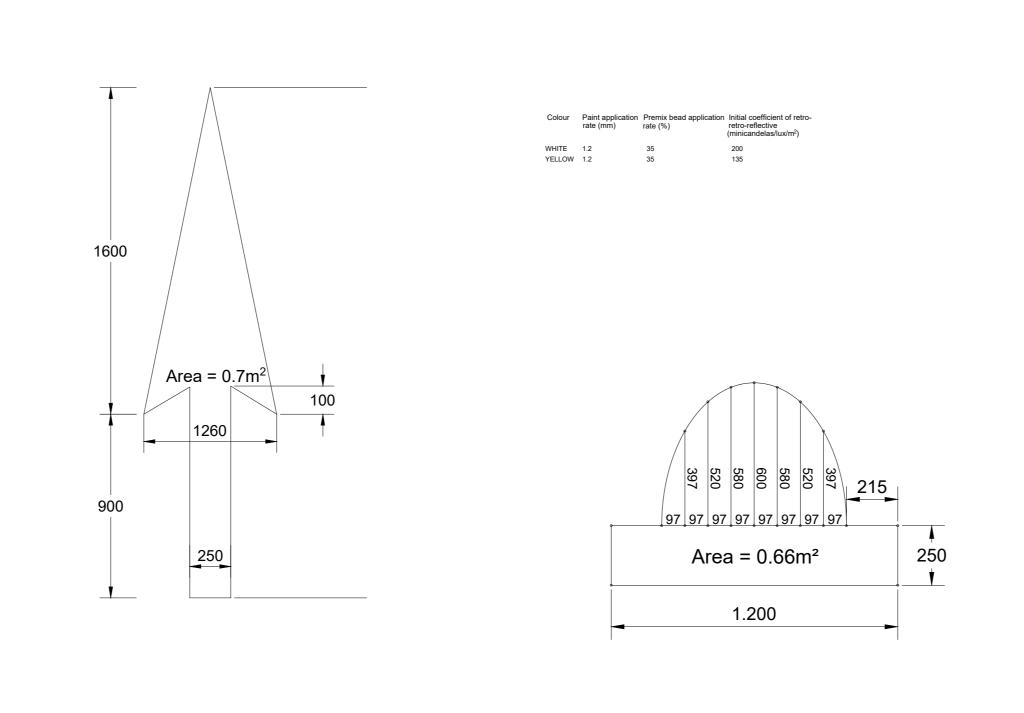


NOTES

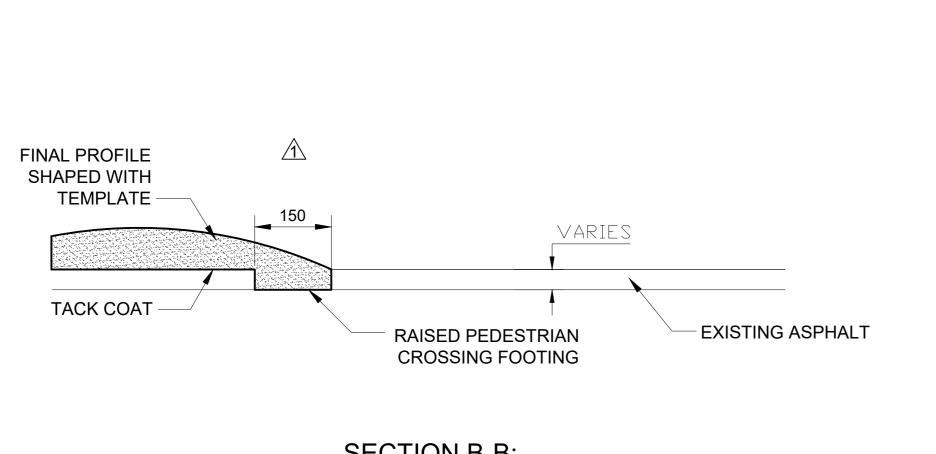
**CONSTRUCTION METHOD:** SPEED HUMPS

Setting out of hump - few days before construction.





DETAIL OF SPEED HUMP ROAD MARKING



OPENING FOR STORMWATER

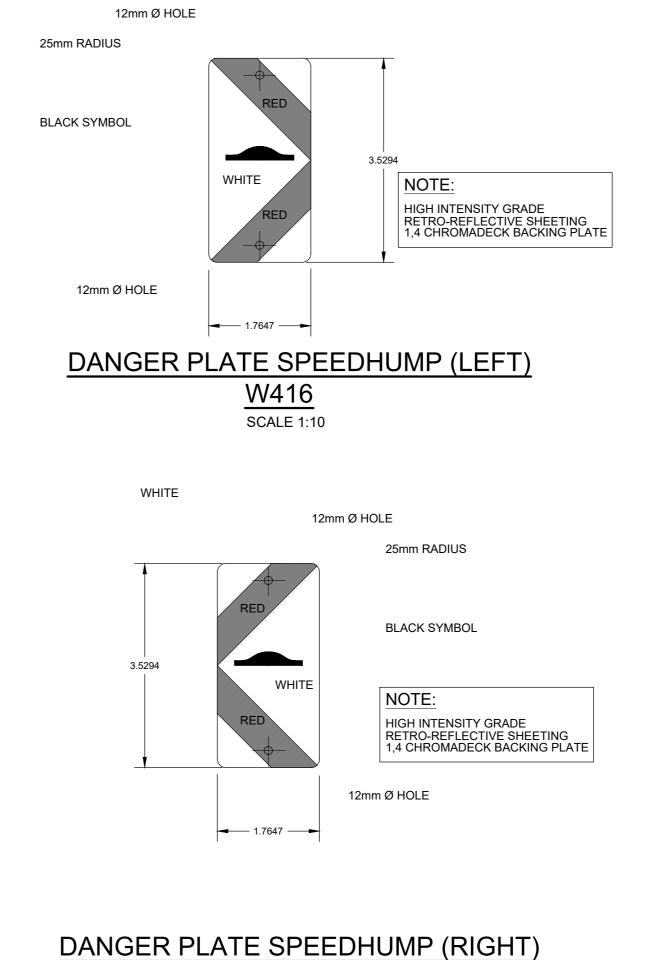
**SECTION A-A:** 

CONSTRUCTION DETAIL OF SPEED HUMP

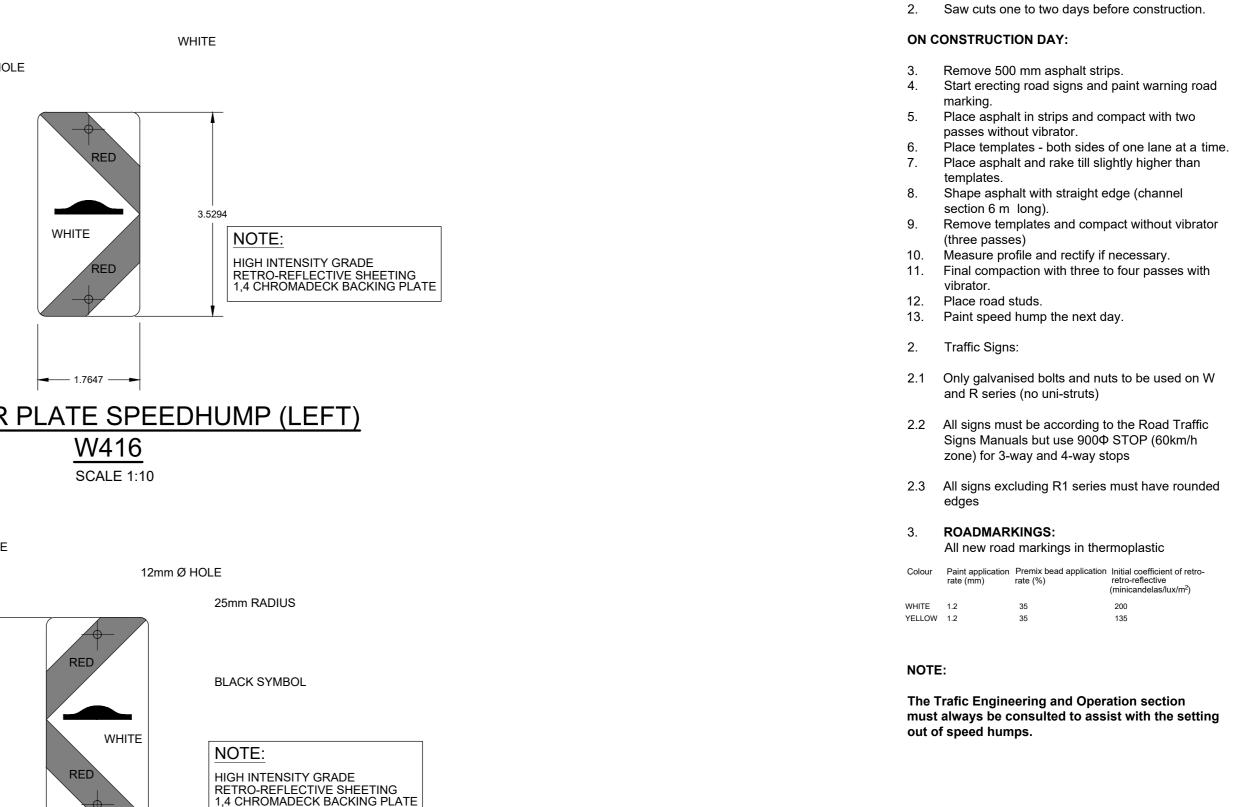
50/60 Km/h

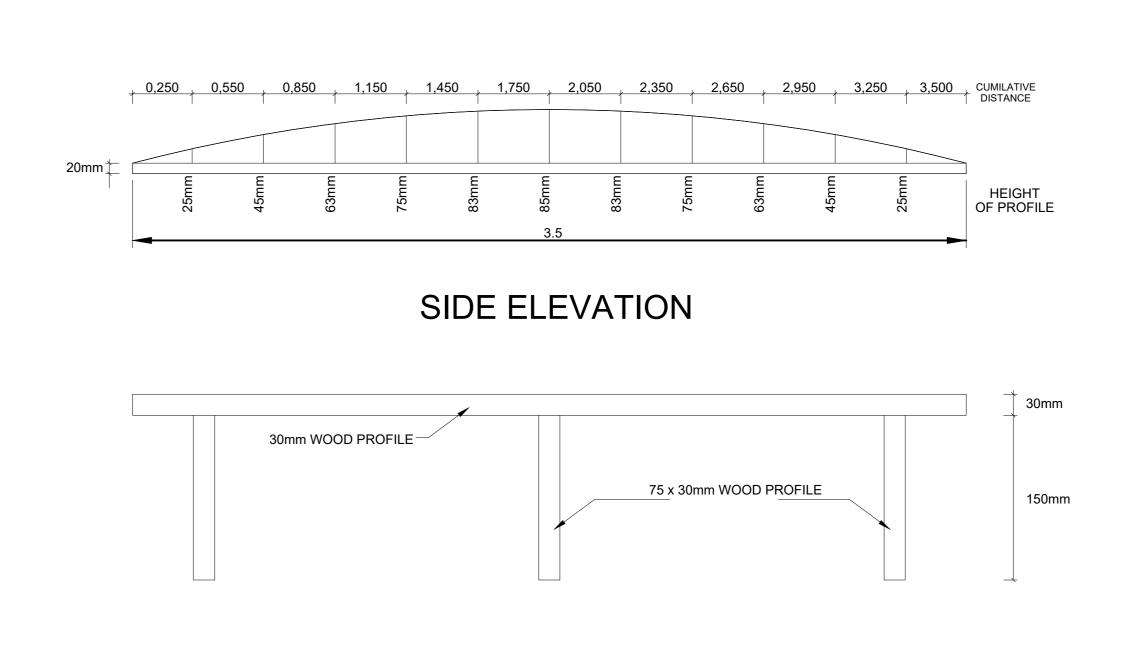
SPEED HUMP

SECTION B-B: CONSTRUCTION DETAIL OF SPEED HUMP



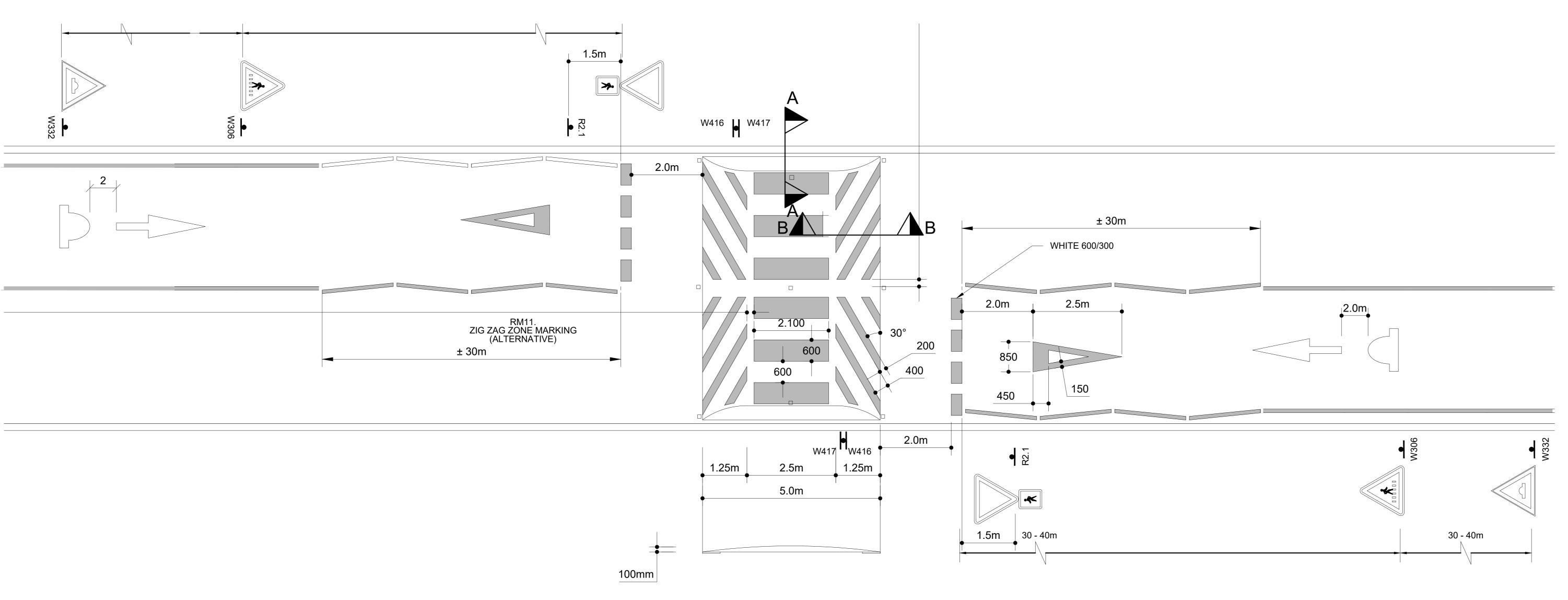
W417 N.T.S



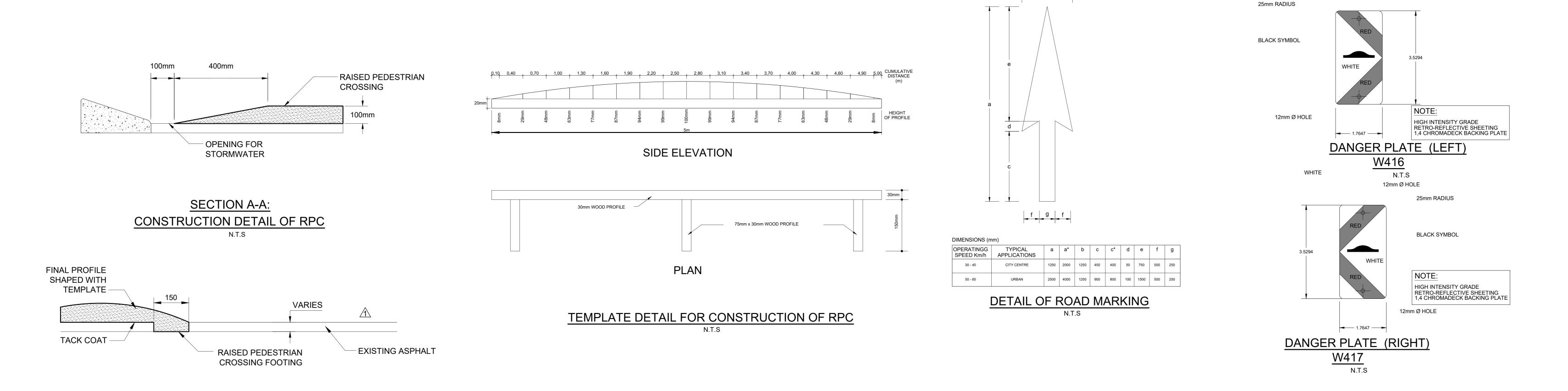


TEMPLATE DETAIL FOR CONSTRUCTION OF SPEED HUMP





# PLAN OF RAISED PEDESTRIAN CROSSING (RPC)



SECTION B-B:
CONSTRUCTION DETAIL OF RPC



#### CONSTRUCTION METHOD: SPEED HUMPS

Setting out of hump - few days before

construction.

2. Saw cuts one to two days before construction.

ON CONSTRUCTION DAY:

3. Remove 500 mm asphalt strips.4. Start erecting road signs and paint warning road marking

marking.
5. Place asphalt in strips and compact with two

passes without vibrator.
6. Place templates - both sides of one lane at a time.
7. Place asphalt and rake till slightly higher than

Shape as phalt with straight edge (channel

section 6 m long).

9. Remove templates and compact without vibrator

(three passes)10. Measure profile and rectify if necessary.

 Final compaction with three to four passes with vibrator.

12. Place road studs.13. Paint speed hump the next day.

2. TRAFFIC SIGNS:

2.1 Only galvanised bolts and nuts to be used on W and R series (no uni-struts)

2.2 All signs must be according to the Road Traffic Signs Manuals but use 900Φ STOP (60km/h zone) for 3-way and 4-way stops

2.3 All signs excluding R1 series must have rounded

3. **ROADMARKINGS:**All new road markings in thermoplastic

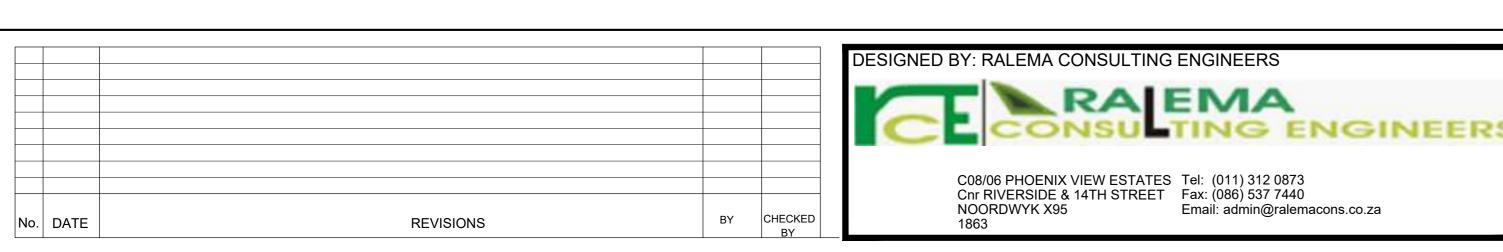
Colour Paint application rate (mm) Premix bead application Initial coefficient of retrorate (%) retro-reflective (minicandelas/lux/m²)

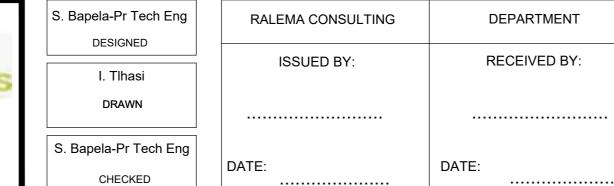
WHITE 1.2 35 200

YELLOW 1.2 35 135

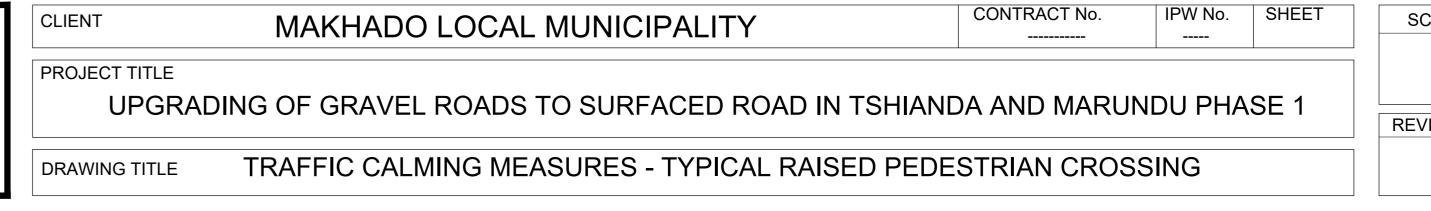
NOTE:

The Trafic Engineering and Operation section must always be consulted to assist with the setting out of speed humps.







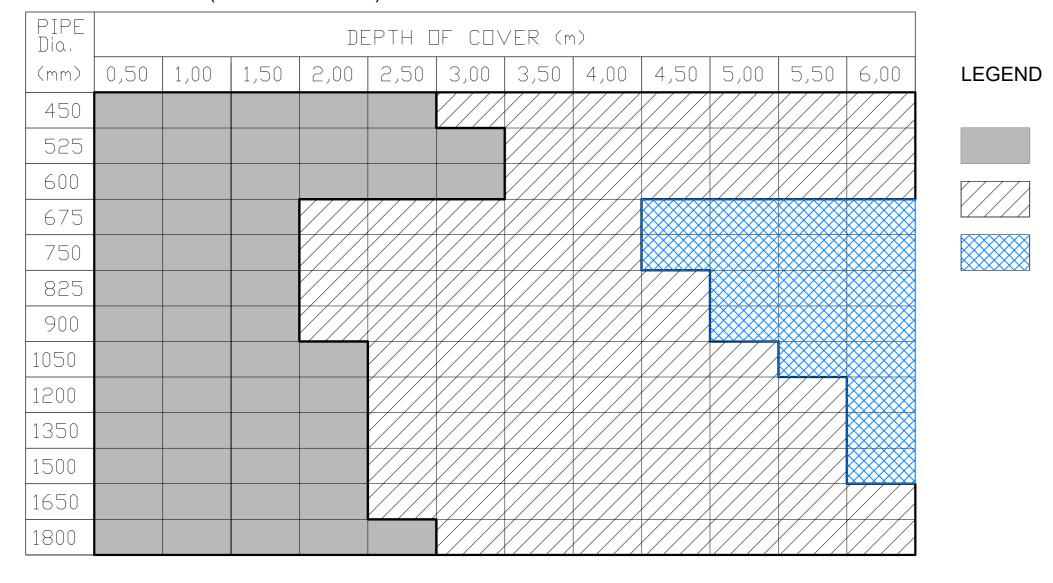


WHITE

12mm Ø HOLE

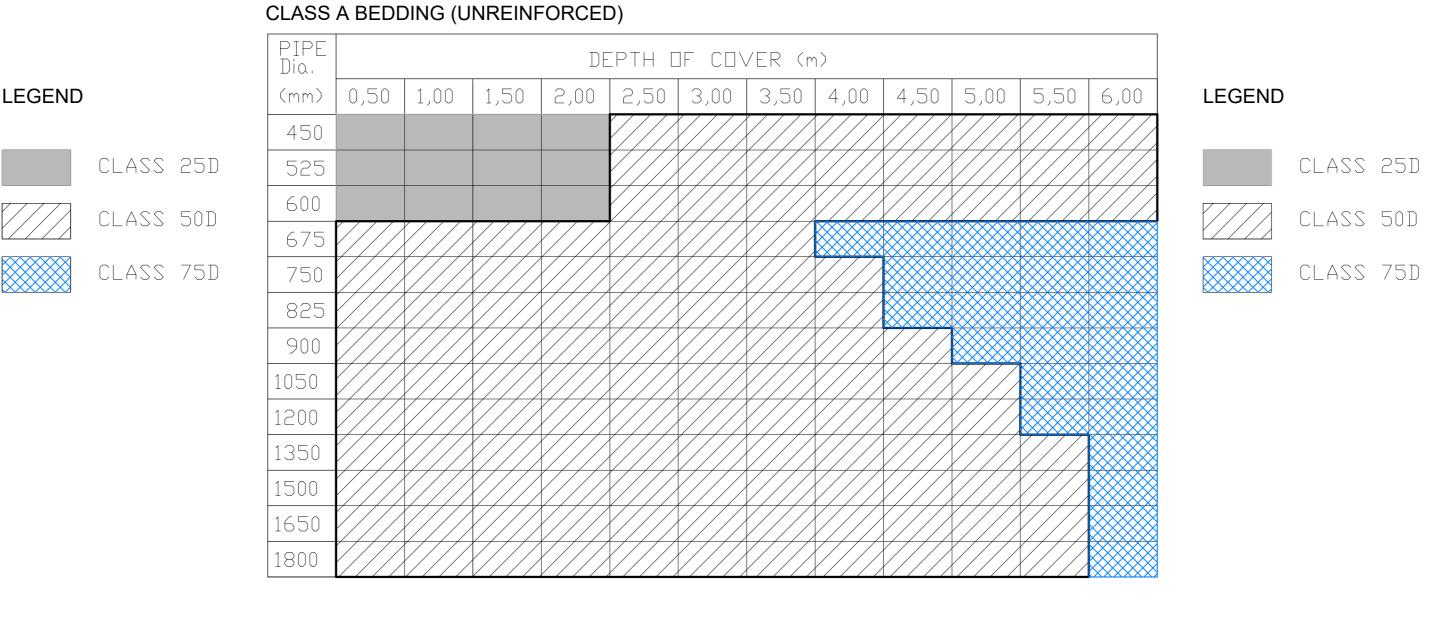
#### \*SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL) NO TRAFFIC LOAD.

#### CLASS A BEDDING (UNREINFORCED)



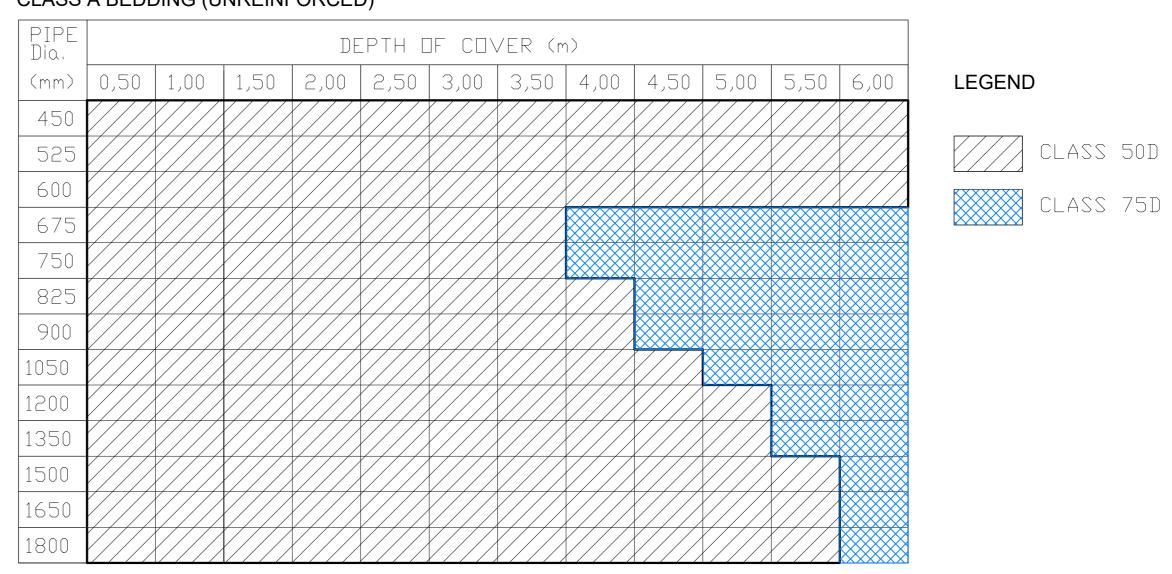
# \* SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL)

#### TRAFFIC LOAD: NB24 (MUNICIPAL ROADS AND STREETS, DISTRICT ROADS)



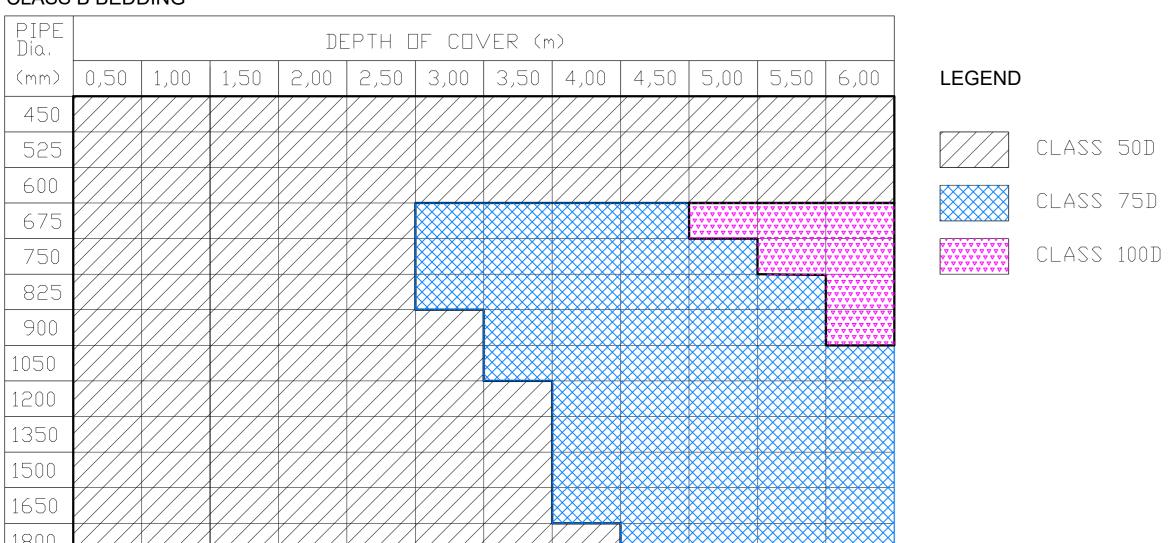
#### \*SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL) TRAFFIC LOAD: NB36 (NATIONAL HIGHWAYS AND ROADS, REGIONAL ROADS)

#### CLASS A BEDDING (UNREINFORCED)



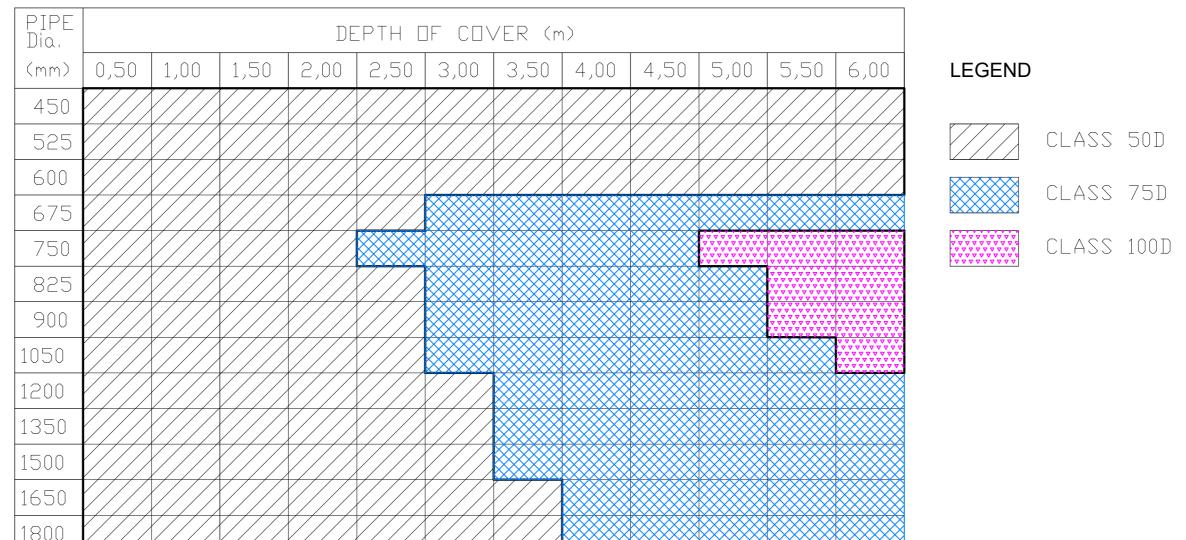
#### \*SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL) NO TRAFFIC LOAD.

#### **CLASS B BEDDING**



#### \*SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL) TRAFFIC LOAD: NB24 (MUNICIPAL ROADS AND STREETS, DISTRICT ROADS)

#### **CLASS B BEDDING**



#### \*SOIL TYPE 2: SLIGHTLY COHESIVE (SAND AND GRAVEL) TRAFFIC LOAD: NB36 (NATIONAL HIGHWAYS AND ROADS, REGIONAL ROADS)

#### **CLASS B BEDDING**

CLASS 25D

PIPE Dia.				DE	EPTH [	JF CD\	VER (m	1)					
(mm)	0,50	1,00	1,50	2,00	2,50	3,00	3,50	4,00	4,50	5,00	5,50	6,00	LEGEND
450													
525													CLASS 50D
600													CLASS 75I
675									0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			V V V V V V V V V V V V V V V V V V V	
750													CLASS 100I
825													
900												7	
1050												*	
1200													
1350													
1500													
1650													
1800													

#### For cohesive materials, the earth loading can be determined from the following:

#### DESIGN CRITERIA

- 1. BEDDING FACTORS
- 1.1 CLASS A: 2,6 (UNREINFORCED)
- 1.2 CLASS B: 2,0 1.3 CLASS C: 1.5
- 1.4 CLASS D: 1,1
- 2. LOAD COEFFICIENT Cd FOR SOIL GROUP 3: COHESIVE MATERIAL

H/Bd 0,5	50   1,	,00	1,50	2,00	2,50	3,00	3,50	4,00	4,50	5,00	5,50	6,00
Cd 0,4	46 0	1,83	1,14	1,40	1,62	1,79	1,94	2,06	2,16	2,24	2,31	2,37

- 3. PIPE LOADING DUE TO FILL
- W = Cd\*GM\*Bd?, where
- W = Load/metre (kN/m)Cd = Load coefficient
- GM = Soil density (kN/m?)
- Bd = Trench width
- 4. PIPE CLASS REQUIRED = Load/(Pipe Dia \* Bedding factor)

# BACKFILL TO 202.13 AND 202.14 BACKFILLING/ARDUM Bc = Dutside diameter of pipe D = Internal diameter of pipe Bc + 200

#### CLASS A BEDDING

THE CLASS A IN SITU CONCRETE BEDDING SHALL BE IN ACCORDANCE WITH SABS 0102.

#### PAVEMENT LAYERS SPECIFIED, OR BACKFILL TO 202.13 AND 202.14 BACKFILLING ARDY \$EE/NETE\$/ Bc = Dutside diameter of pipe D = Internal diameter of pipe TRENCH WIDTH SEE TABLE

#### CLASS B BEDDING

BEDDING SHALL BE OF AN APPROVED SELECTED GRAVEL MATERIAL WITH A PI NOT EXCEEDING 6. BEDDING MATERIAL SHALL BE COMPAC-TED TO 90% OF MOD. AASHTO DENSITY.

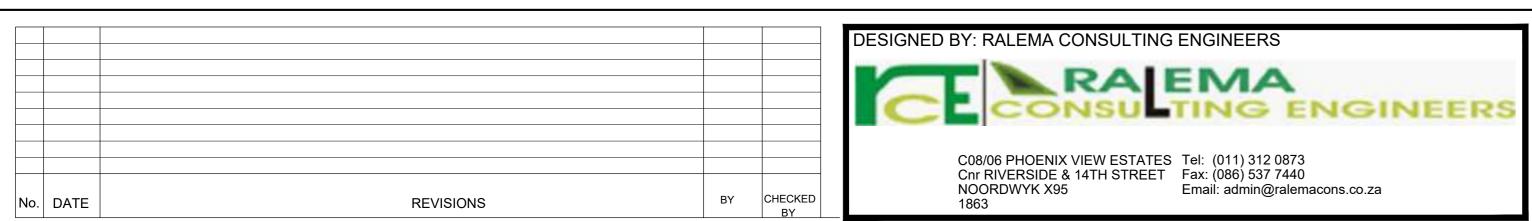
#### **AUTHORISED TRENCH WIDTHS**

PIPE	TRENCH	PIPE	TREN
Dia.	WIDTH	Dia.	WIDTH
450	850	1050	1950
525	925	1200	2100
600	1000	1350	2250
675	1575	1500	2400
750	1650	1650	2550
825	1725	1800	2700
900	1800		

- 1. GENERAL 1.1 THE DESIGN CHARTS ARE BASED ON THE REQUIREMENTS OF SABS 0102-1987:
- PART I AND PART II. 1.2 A UNIT WEIGHT OF FILL MATERIAL OF
- 20 kN/m²WAS USED.
- 1.3 THE SOIL TYPE AND PROPERTIES REFER TO TABLE 2 IN SABS 0102:PART I-1987. 1.4 THE TRENCH WIDTHS USED ARE IN AC-
- CORDANCE WITH THE REQUIREMENTS IN PA-RAGRAPH 04.01 DF SECTION 201:GENERAL DF THE 'STANDARD SPECIFICATIONS FOR MUNI-CIPAL CIVIL ENGINEERING WORKS.

# PIPE CLASS SELECTION FOR RIGID BURIED PIPES IN TRENCH CONDITIONS

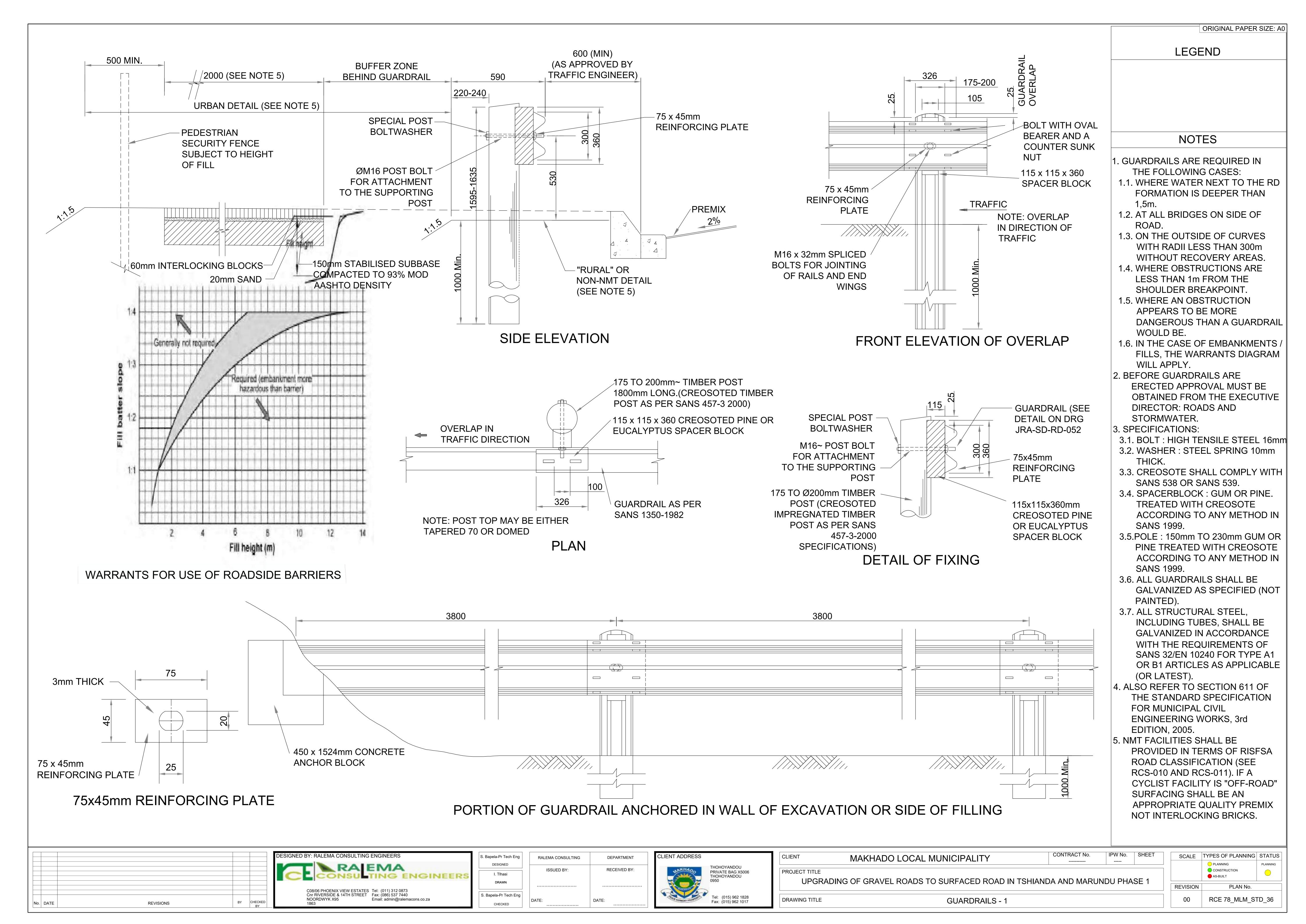
(INCLUDING BEDDING AND CONSTRUCTION SPECIFICATIONS)



_			
	S. Bapela-Pr Tech Eng	RALEMA CONSULTING	DEPARTMENT
	DESIGNED		
		ISSUED BY:	RECEIVED BY:
	I. Tlhasi		
1	DRAWN		
ı	S. Bapela-Pr Tech Eng		
	CHECKED	DATE:	DATE:



CLIENT MAKHADO LOCAL MUNICIPALITY  CONTRACT No. IPW No. SHEET						TYPES OF PLANNING  PLANNING	STATUS PLANNING
PROJECT TITLE  UPGRADING OF	REVISION	CONSTRUCTION AS-BUILT PLAN No.					
DRAWING TITLE		00	RCE 78_MLM_ST	ΓD_31			



SANS 10005-1999.

3.5. CREOSOTE SHALL COMPLY WITH THE PROVISIONS OF SANS 538 OR SANS 539.

3.6. ALL GUARDRAILS SHALL BE GALVANIZED AS SPECIFIED (NOT PAINTED).

3.7. ALL STRUCTURAL STEEL INCLUDING TUBES, SHALL BE GALVANIZED IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 32 / EN 10240 FOR TYPE A1 OR B1 ARTICLES AS APPLICABLE (OR LATEST).

4. ALSO REFER TO SECTION 611 OF THE STANDARD SPECIFICATION FOR MUNICIPAL CIVIL ENGINEERING WORKS, 3rd EDITION, 2005.

5. THE USE OF A CRASH CUSHION SHALL BE SUBJECT TO **ENGINEERING ASSESSMENT AND** DESIGN. SPECIFIC CUSHION TYPE SHOULD BE BASED ON JRA REQUIREMENTS.

TYPES OF PLANNING STATUS

PLAN No.

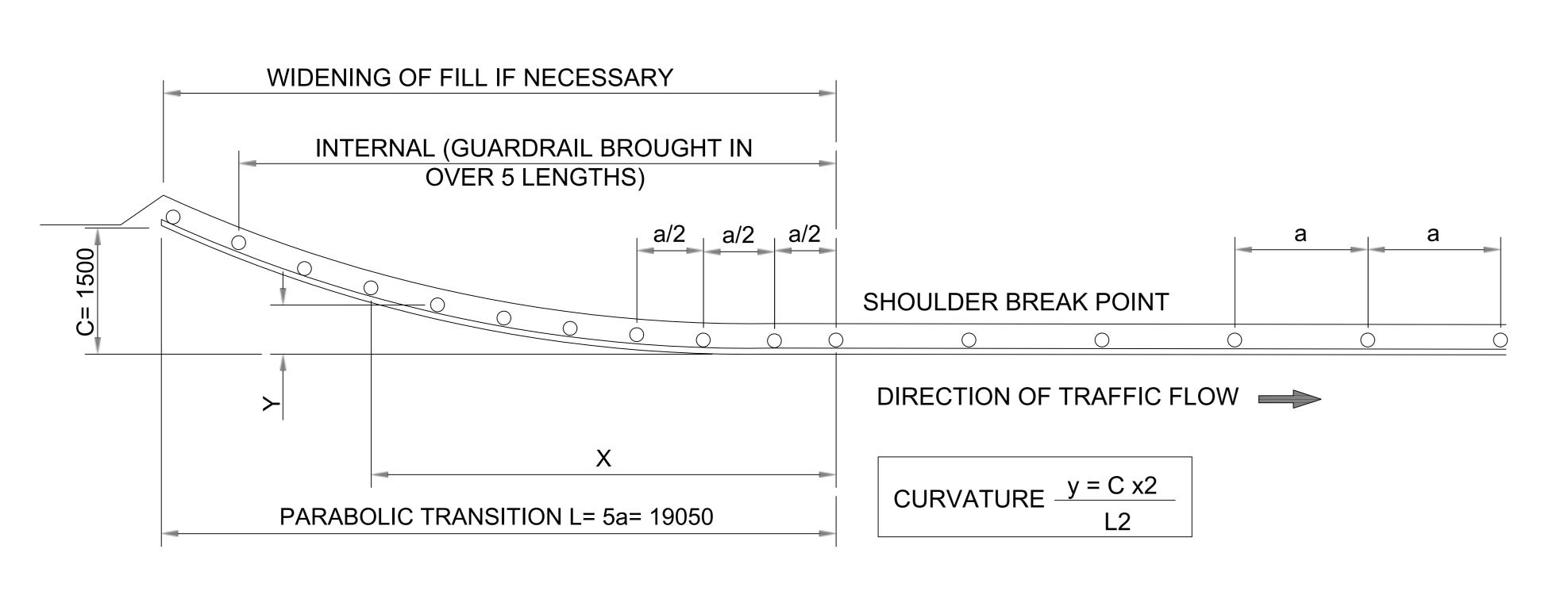
RCE 78\_MLM\_STD\_37

CONSTRUCTION

AS-BUILT

### BALUSTRADE LR = 5a MIN IN CASES 3 AND 4 THE SPACING (CASE 4) DIRECTION OF BRIDGE TRAFFIC FLOW OF POLES REMAINS a (CASE 3) DIRECTION OF TRAFFIC FLOW L = 5a BALUSTRADE POSTS @ 950 C/C US LR = 10a (FIXED) <u>L = 5a</u> SPAÇING 6x a/2 10 x a/2 7 x a OF POLES BALUSTRADE DIRECTION OF (CASE 2) BRIDGE TRAFFIC FLOW **DIRECTION OF** (CASE 1) TRAFFIC FLOW LR = 10a (MIN) L = 5a 10 x a/2 SPACING 6x a/2 OFPOLES BALUSTRADE LR - STRAIGHT GUARDRAIL C - MAX OFFSET OF PARABOLIC CURVE a - NORMAL SPACING OF POLES = 3810mm LAYOUT PLAN

# DETAIL OF MINIMUM GUARDRAIL LAYOUT FRONT ELEVATION AT STRUCTURES



a/2 a/2 a/2

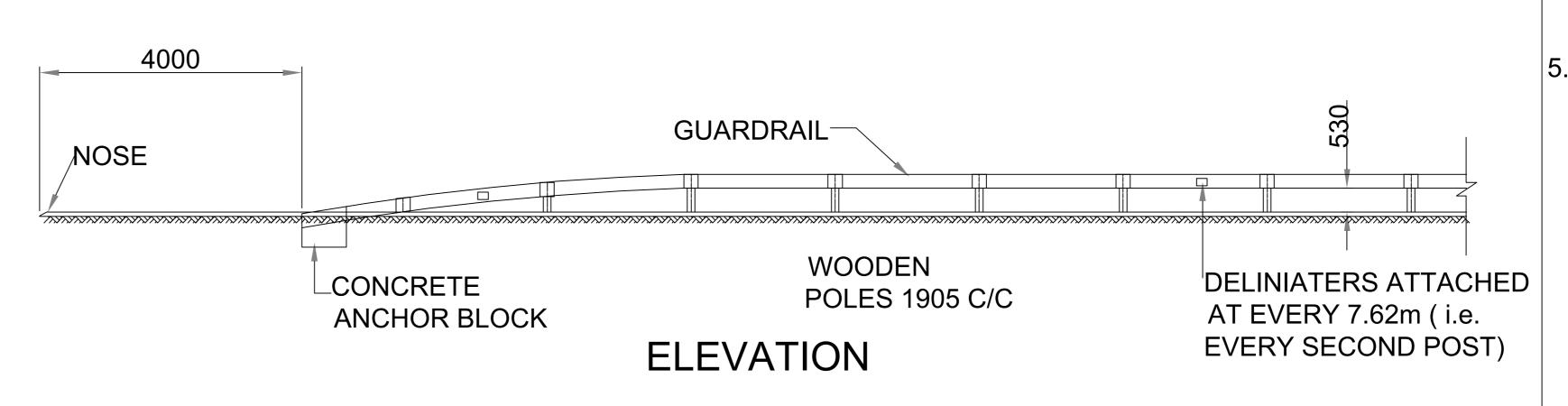
POSTS

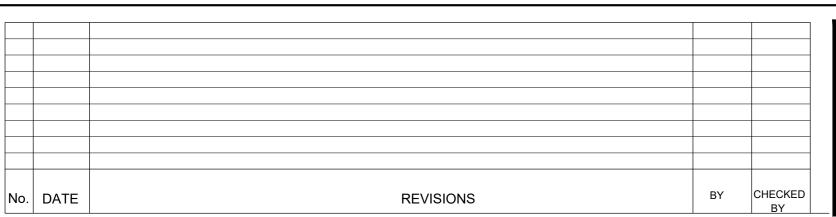
1905 c/c

CONCRETE GUTTER

TYPICAL GUARDRAIL AT NOSE

WITH CRASH CUSHION





**DETAIL SHOWS A TYPICAL** 

SAND / DRUM TYPE CRASH

**GUARDRAIL BROUGHT** 

**UP OVER 3 LENGTHS** 

SHOULDER LINE

(640)(640) (950)

CURVAL END SECTION L=5a SPACING

OF POLES =1905mm

CUSHION (SEE NOTE 5)



PARABOLIC CURVE L = 11.7m VARIATION

GUARDRAIL POLES AT STANDARD

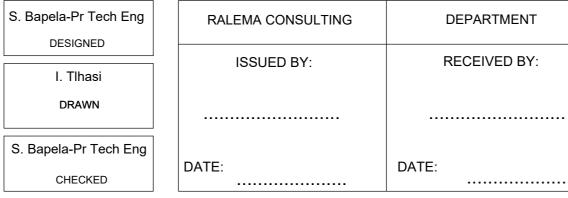
SPACING OF 3810mm

PREFABRICATED END WING

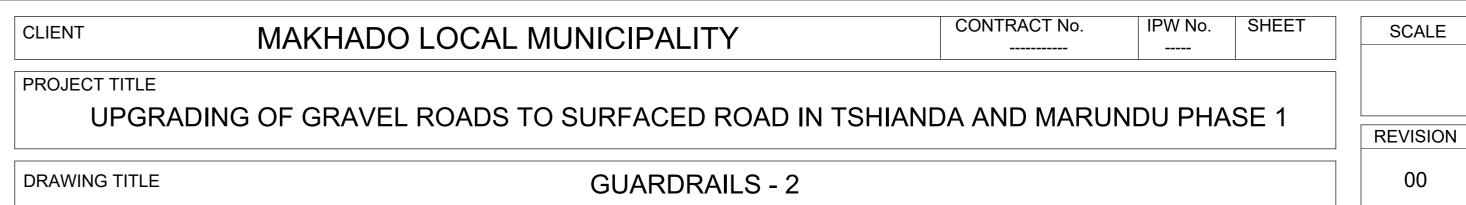
TAKE NOTE: a=3810mm

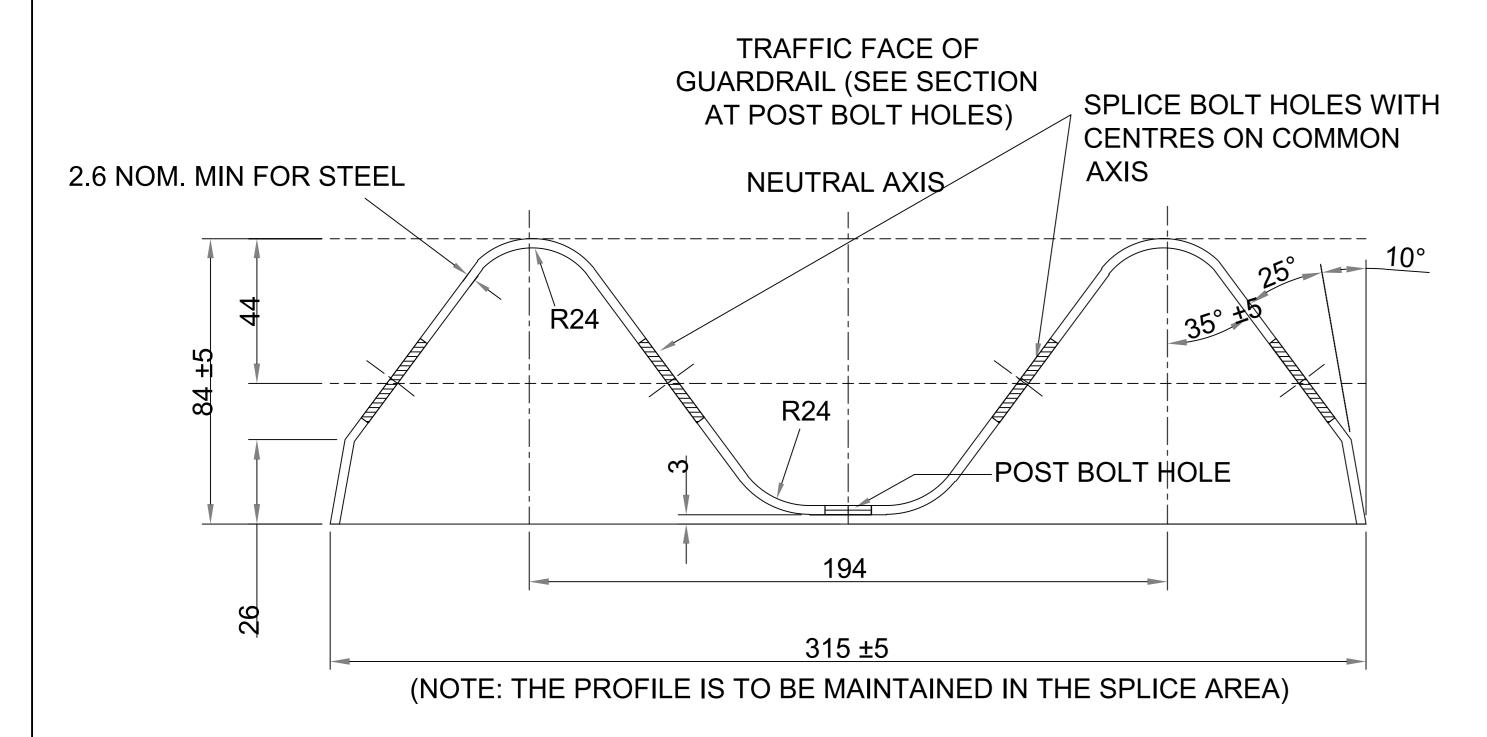
70mm BETWEEN FRONT

OF KERB AND GUARDRAIL

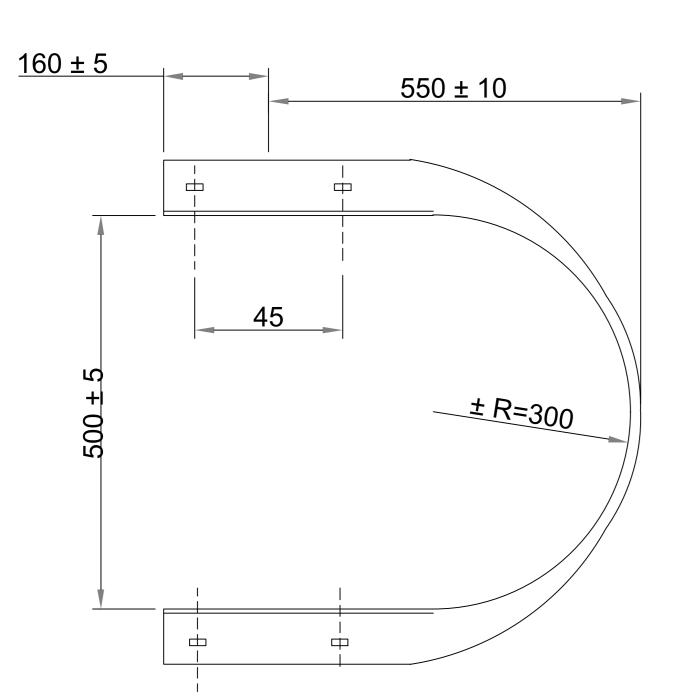




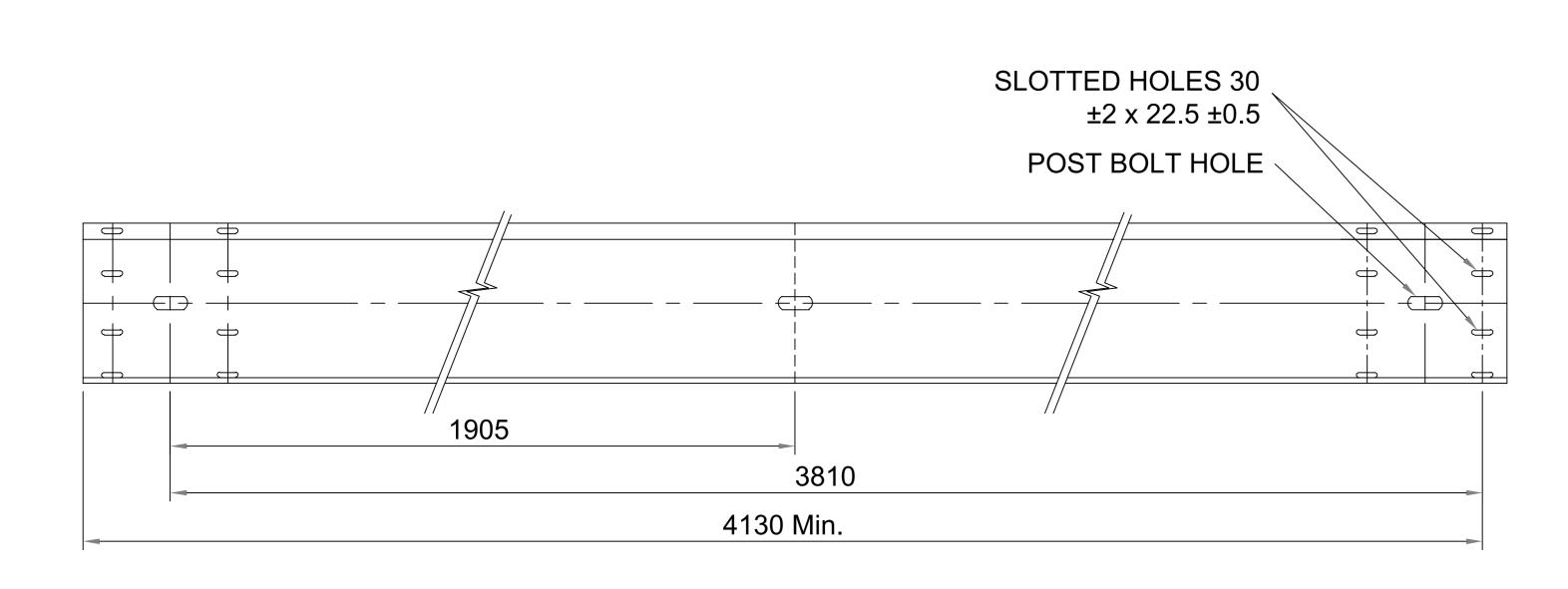




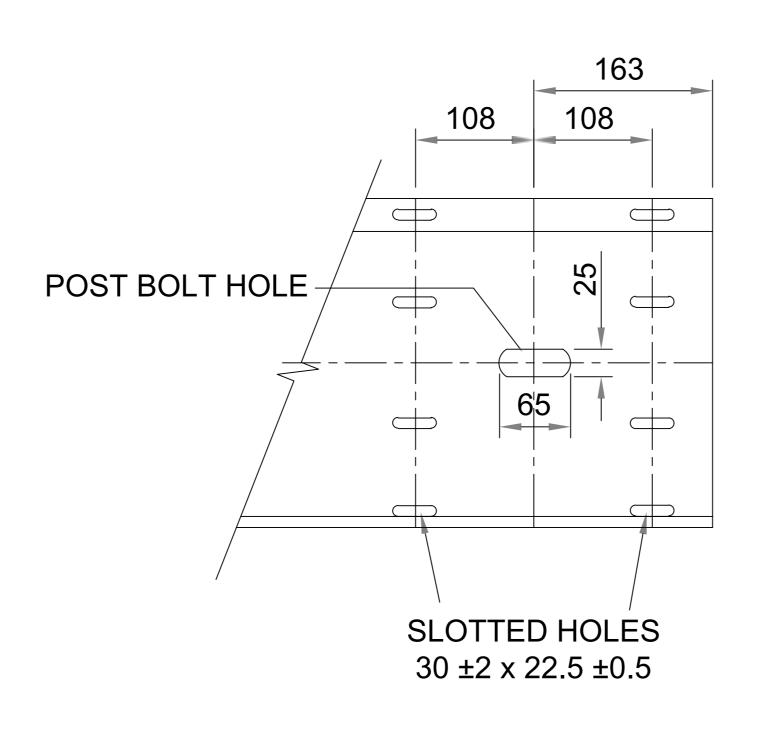
### **CROSS-SECTION OF GUARDRAIL**

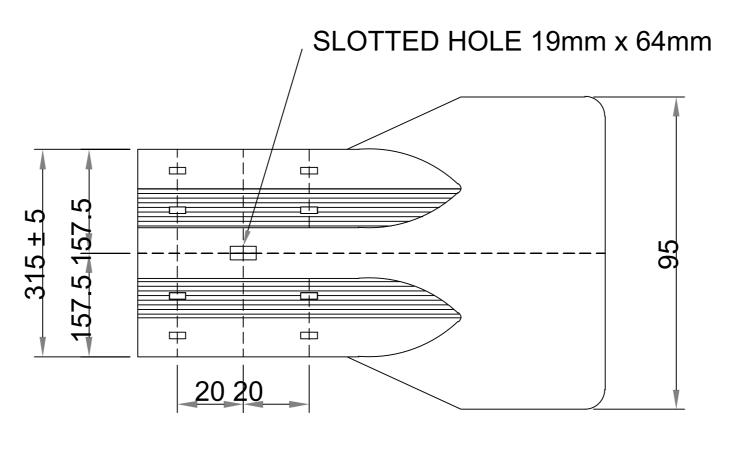


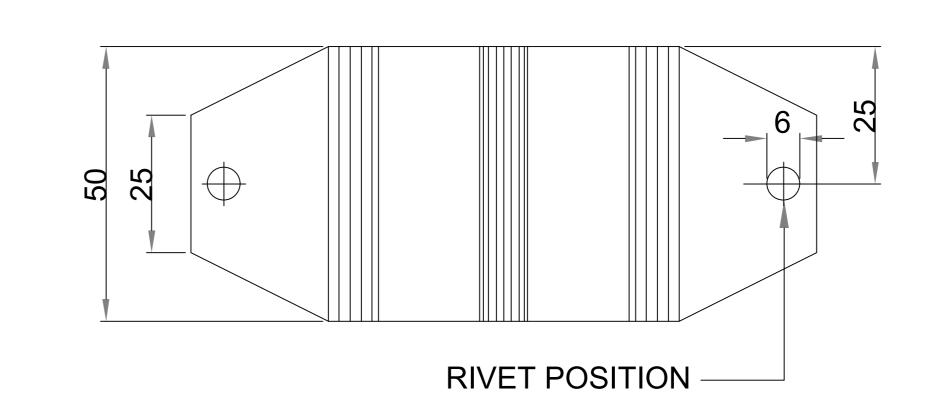
**BULLNOSE ENDWING - PLAN** 



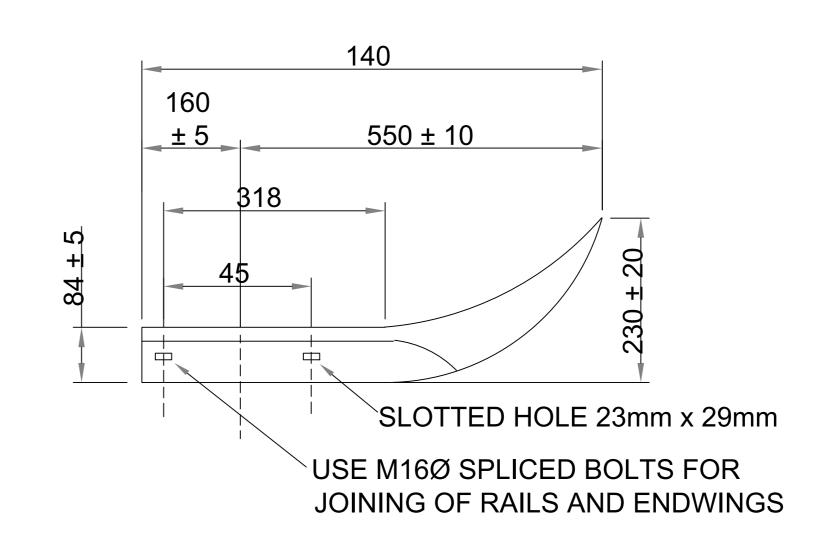
#### GUARDRAIL







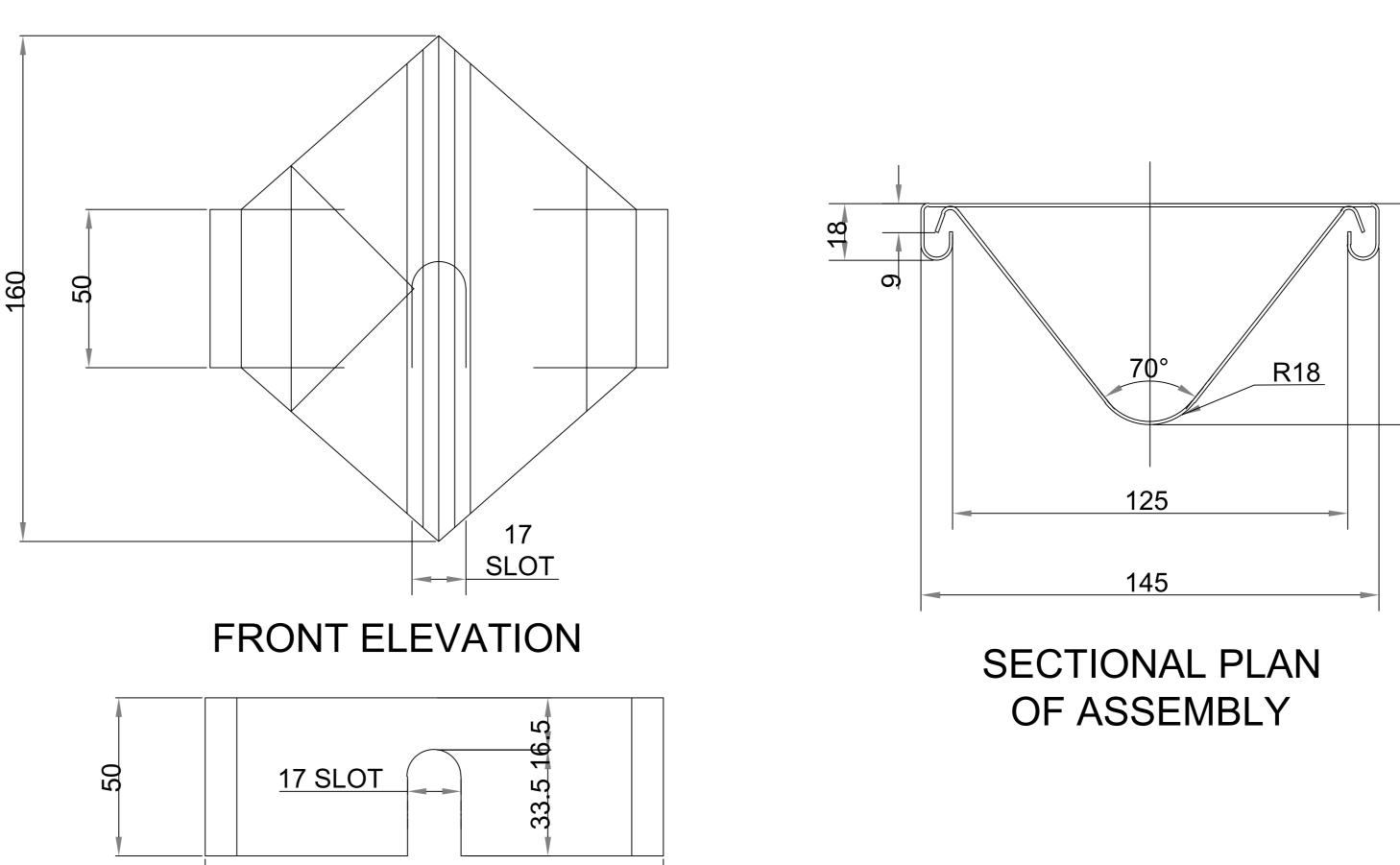
# FRONT ELEVATION



#### STANDARD TYPICAL FLARED ENDWING

145

BASEPLATE



# GUARDRAIL DELINEATOR D1/TD1

(SEE SADC-RTSM VOL. 4, CH12, PAGE 12.6.1)

#### LEGEND

#### NOTES

- 1. GUARDRAILS ARE REQUIRED IN THE FOLLOWING CASES:
- 1.1. WHERE WATER NEXT TO THE RD FORMATION IS DEEPER THAN 1,5m.
- 1.2. AT ALL BRIDGES ON SIDE OF ROAD.
- 1.3. ON THE OUTSIDE OF CURVES WITH RADII LESS THAN 300m WITHOUT RECOVERY AREAS.
- 1.4. WHERE OBSTRUCTIONS ARE LESS THAN 1m FROM THE SHOULDER BREAKPOINT.
- 1.5. WHERE AN OBSTRUCTION
  APPEARS TO BE MORE
  DANGEROUS THAN A GUARDRAIL
  WOULD BE.
- 1.6. IN THE CASE OF EMBANKMENTS A FILLS, THE WARRANTS DIAGRAM WILL APPLY.
- 2. BEFORE GUARDRAILS ARE
  ERECTED APPROVAL MUST BE
  OBTAINED FROM THE EXECUTIVE
  DIRECTOR: ROADS AND
  STORMWATER.
- 3. SPECIFICATIONS:

THICK.

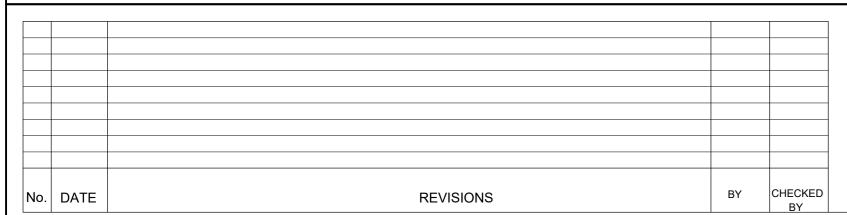
- 3.1. BOLT : HIGH TENSILE STEEL 16mm 3.2. WASHER : STEEL SPRING 10mm
- 3.3. SPACERBLOCK: GUM OR PINE.
  TREATED WITH CREOSOTE
  ACCORDING TO ANY METHOD IN
  SANS 1999.
- 3.4.POLE: 150mm TO 230mm GUM OR PINE TREATED WITH CREOSOTE ACCORDING TO ANY METHOD IN SANS 1999.
- 3.5. CREOSOTE SHALL COMPLY WITH THE PROVISIONS OF SANS 538 OR SANS 539.
- 3.6. ALL GUARDRAILS SHALL BE GALVANIZED AS SPECIFIED (NOT PAINTED).
- 3.7. ALL STRUCTURAL STEEL,
  INCLUDING TUBES, SHALL BE
  GALVANIZED IN ACCORDANCE
  WITH THE REQUIREMENTS OF
  SANS 32/EN 10240 FOR TYPE A1
  OR B1 ARTICLES AS APPLICABLE
  (OR LATEST).
- 4. ALSO REFER TO SECTION 611 OF THE STANDARD SPECIFICATION FOR MUNICIPAL CIVIL ENGINEERING WORKS, 3rd EDITION, 2005.

REVISION

OCONSTRUCTION
AS-BUILT

PLAN No.

RCE 78\_MLM\_STD\_38





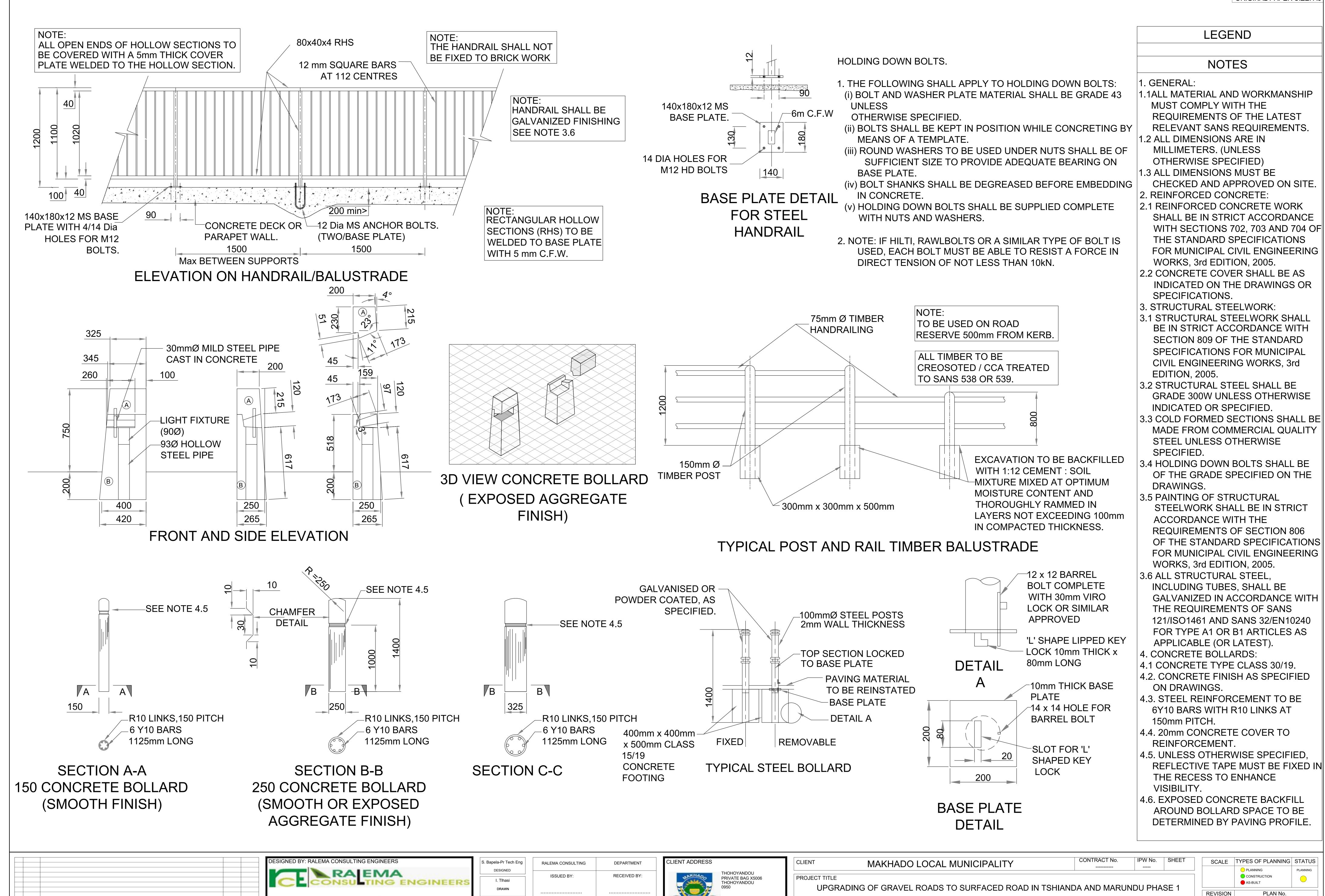
	S. Bapela-Pr Tech Eng	RALEMA CONSULTING	DEPARTMEN
	DESIGNED	ISSUED BY:	RECEIVED BY
25	I. Tlhasi	1930ED B1.	RECEIVED
	DRAWN		
	S. Bapela-Pr Tech Eng	DATE	DATE
	CHECKED	DATE:	DATE:



CLIENT	MAKHADO LOCAL MUNICIPALITY	CONTRACT No.	IPW No.	SHEET
	WINTER ESSIVE WISHTSHIT TELL			
PROJECT TITLE				
UPGRAD	ING OF GRAVEL ROADS TO SURFACED ROAD IN TS	SHIANDA AND MARUI	NDU PHA	SE 1
DRAWING TITLE	GUARDRAILS - 3			

RCE 78\_MLM\_STD\_39

00



**DRAWING TITLE** 

Fax: (015) 962 1017

HANDRAILS/BALUSTRADE AND BOLLARDS

S. Bapela-Pr Tech Eng

CHECKED

Email: admin@ralemacons.co.za

CHECKED

**REVISIONS** 

No. DATE

