



NOTICE NO: 200 of 2023

TENDER NO: 8/2/RNM0467

**THE UPGRADE OF NKANYEZI ROAD – WARD 10
(KM 0+000 to KM 1+800)**

CIDB CLASSIFICATION **6CE** OR HIGHER

Name of Tenderer:

This tender closes at 12h00 on 14th November 2023 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R _____

Issued by:

RAY NKONYENI MUNICIPALITY
Department of Technical Services
No.10 Conner Street
Marburg
Port Shepstone
4240
Tel: 039 688 2000
Fax: 039 682 0327
Email: khulekani.msomi@rnm.gov.za

Prepared By:

Naidu Consulting (Pty) Ltd
1st Floor, No 5 The Boulevard
West Way Office Park,
Westville,3635
Contact Name: Mr. S. Ngema
Telephone: (031) 265 6007
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Email: sihle.ngema@naiduconsulting.com



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0467	CLOSING DATE:	14 November 2023	CLOSING TIME:	12H00
DESCRIPTION	THE UPGRADE OF NKANYEZI ROAD - WARD 10 (KM 0+000 to KM 1+800)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

10 Connor Street					
Port Shepstone					
4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		CONTACT PERSON	TECHNICAL SERVICES	
CONTACT PERSON	BONGANI MFENQA		TELEPHONE NUMBER	Unathi Ngcobo	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2169	
E-MAIL ADDRESS	bongani.mfenqa@rnm.gov.za		E-MAIL ADDRESS	unathi.ngcobo@rnm.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.
1.5.	A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID.
1.6.	A BIDDER, WHO IS A JOINT VENTURE, HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
1.7.	THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION IF APPLICABLE.
2. 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 BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
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.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

RAY NKONYENI MUNICIPALITY

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 12 th October 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	6CE OR HIGHER
CLARIFICATION MEETING	:	10H00, Tuesday 24 October 2023 (Compulsory)
VENUE FOR CLARIFICATION MEETING	:	No1 Protea Rd, Marburg, Port Shepstone, 4240 Department of Technical Services (foyer)
CLOSING DATE	:	Tuesday, 14 November 2023
CLOSING TIME	:	12H00
CLOSING VENUE	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
INSTRUCTIONS	:	Fully completed Bid Documents, with two (2) copies of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

Tender
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RAY NKONYENI MUNICIPALITY

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for **THE UPGRADE OF NKANYEZI ROAD - WARD 10** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 6CE or higher, are eligible to submit a tender and will be considered for award.

Only tenderers who comply with the functionality criteria for experience of key persons, company past performance in Specialised Road projects, ie Construction of Earthworks/Layerworks/Drainage/Surfacing and Retaining Structures as stated in the Tender Data, are eligible to be considered for further evaluation.

Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/> , as from **Friday 13th October 2023**.

A compulsory clarification meeting will be held by the Department of Technical Services on Tuesday 24 October 2023 at 10h00 at No1 Protea Rd, Marburg, Port Shepstone, 4240 . Department of Technical Services at the Library Centre.

Fully completed Bid documents, with **Two (2) copies** of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **THE UPGRADE OF NKANYEZI ROAD – WARD 10**. The completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **14 November 2023**. After closure, the tender will be opened in public.

PRE-QUALIFICATION CRITERIA

Stage 1 : Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience of the Bidder	30
Ownership of Plant and Equipment	20
Qualifications and experience of Site Agent	25
Experience of Foreman	25
Total Possible Points	100

Bidders must score a minimum of 60% to pass functionality evaluation.

Stage 2: Financial Offer and Preference (Specific Goals)

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal. Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated. (80/20 system)		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Company proof of address
		Enterprise Located within the Ugu District Municipality = 5	
		Enterprise Located within the KZN Province = 1	
		Enterprise Located outside of KZN Province = 0	
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10	CIPC: Shareholders certificate and Sworn Affidavit confirming the status of EME or QSE
		an EME or QSE which is at least 51% owned by black people = 6	
		an EME or QSE which is at 25% - 50% owned by black people = 2	
Total Points	20		

Technical enquiries may be addressed to Ms. Unathi Ngcobo of Ray Nkonyeni Municipality (039) 688-2169/ Email Address: unathi.ngcobo@rnm.gov.za or Mr. Sihle Ngema of Naidu Consulting (Pty) Ltd Telephone: (031) 265-6007/ Email: sihle.ngema@naiduconsulting.com by no later than three (3) days before tender closure.

Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 312 8304 or Email: bongani.mfenqa@rnm.gov.za

NOTE TO BIDDERS ON PRE- CONDITIONS OF THE BID:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Service providers are required to download bid documents before the clarification meeting.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **240 days**.
- Joint ventures are allowed **only**:
 - If the lead partner has the higher CIDB Grading.
 - There is a proper Joint Venture Agreement indicating the lead partner.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality
Mr K.J. Zulu
Municipal Manager
10 Connor Street
P O Box 5
Port Shepstone
4240

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

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture Agreements**

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

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T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

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

Standard Conditions of Tender

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

F.1 GENERAL

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the 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 be subsequent to the cancellation or abandonment of a tender process, or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.1.6. Procurement Procedures

F.1.6.1. General

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

F.1.6.2. Competitive Negotiation Procedure

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

F.1.6.2.2. All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any

fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

F.1.6.3.1. Option 1

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

F.1.6.3.2. Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

Add the following to F.2.1.1

- a) The Tenderer does comply with the legal requirements stated in the Employer's procurement policy;*
- b) The Tenderer can demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;*
- c) The Tenderer can provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.*
- d) The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.*

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 comply 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.

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- F.2.6. Acknowledge Addenda**
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7. Clarification Meeting**
Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8. Seek Clarification**
Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9. Insurance**
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10. Pricing the Tender Offer**
- F.2.10.1.** *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable before the closing time stated in the tender data.*
- F.2.10.2.** *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*
- F.2.10.3.** *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*
- F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*
- F.2.11. Alterations to Documents**
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. 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**
- F.2.13.1.** *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*
- F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
- F.2.13.3.** *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*
- F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to*

contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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- F.2.18.2.** *Dispose of samples of materials provided for evaluation by the employer, where required.*
- F.2.18.3.** *The tenderer must submit to the Employer 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 requirement.*
- F.2.19.** **Inspections, Tests and Analysis**
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20.** **Submit Securities, Bonds, Policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
- F.2.21.** **Check Final Draft**
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22.** **Return of Other Tender Documents**
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
- F.2.23.** **Certificates**
Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3** **THE EMPLOYER'S UNDERTAKINGS**
- F.3.1.** **Respond to Requests from the Tenderer**
- F.3.1.1.** *Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.*
- F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.*
 - b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
 - c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*
- F.3.2.** **Issue Addenda**
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3.** **Return Late Tender Offers**
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4.** **Opening of Tender Submissions**
- F.3.4.1.** *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*

- F.3.4.2.** *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, 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 total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*
- F.3.6. Non-disclosure**
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price, and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7. Grounds for Rejection and Disqualification**
Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8. Test for Responsiveness**
- F.3.8.1.** *Determine, after opening and before detailed evaluation, whether each tender offer properly received:*
- a) *complies with the requirements of these Conditions of Tender,*
 - b) *has been properly and fully completed and signed, and*
 - c) *is responsive to the other requirements of the tender documents.*
- F.3.8.2.** *A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:*
- a) *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:*

- 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.3.11.3. Method 2: Financial Offer and Preference

In the case of a financial offer and preferences:

- a) *Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.*
- b) *Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:*

$$T_{EV} = N_{FO} + N_P$$

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7*
- *N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8*

- 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 evaluations 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.3.11.4. 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.3.11.8 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 (T_{EV}) in accordance with the following formula:*

$$T_{EV} = N_{FO} + N_Q$$

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 - N_Q is the number of tender evaluation points awarded for quality offered in accordance with and F.3.11.8
- 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 evaluations 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.3.11.8, 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 (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 - N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 - N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.8.
- 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.

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:

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer.
- W_1 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 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

F.3.11.8. Scoring Preferences

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

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

F.3.12. 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 participation in the employer's procurement,*
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract,*
- c) has the legal capacity to enter into the contract,*
- d) is not insolvent, in receivership, 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.*
- g) The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.*

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 Copies of the Contracts

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

F.3.18. Provide Written Reasons for Actions Taken

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

Alpha-numerics associated with the Contractor Grading Designations

TABLE G: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

T1.2.2 Variations to the Standard Conditions of Tender

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

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

Clause No. Variation, Amendment or Addition

F.1 General

F.1.1 Actions

Add the following:

The Employer is **RAY NKONYENI MUNICIPALITY**, represented by Ms. Unathi Ngcobo (email: unathi.ngcobo@rnm.gov.za).

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender and not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Regulations of 2022,

The tender documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice And Invitation To Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Occupational Health And Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

Part C: Scope Of Work

C3.1 Description Of The Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and Employer's Agent

Add the following:

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

Employer's Agent:

Naidu Consulting (Pty) Ltd

Address:	1st Floor, No 5 The Boulevard West Way Office Park, Westville,3635
Contact Name:	Mr. S. Ngema
Telephone:	(031) 265 6007
Fax:	(031) 265 6011
Email:	sihle.ngema@naiduconsulting.com

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following after F.2.1.2:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

A. Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **6CE or higher** class of construction work, are eligible to have their tenders evaluated.

B. National Treasury Central Supplier Database Registration

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

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

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

F.2.7 Clarification Meeting

Add the following:

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

Date : 24th October 2023
Time : 10h00
Venue : No1 Protea Rd, Marburg, Port Shepstone, 4240 . Department of Technical Services at the Library Centre.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

There will be no site visits, however location will be shared for bidders to view the site.

F2.10.3 This tender is **NOT** subject to contract price adjustments.

F.2.12 Alternative Tender Offers

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

Alternative tender does not apply.

F.2.13 Submitting a Tender Offer

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

Parts of each tender offer communicated on paper shall be submitted as an **original, plus two (2) copies**.

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

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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

The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box : **Foyer of Ray Nkonyeni Local Municipality Offices**
Physical address : **10 Connor Street, Port Shepstone**
Identification details : **NOTICE NO: 200 OF 2023**
TENDER NO: 8/2/RNM0467

Sealed tenders with the Tenderer's name and address and the **endorsement "TENDER NO: 8/2/RNM0467"** on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

F.2.15 Closing Time

F.2.15.1 *Add the following:*

The closing time for submission of tender offers is **14th November 2023 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following:*

The tender offer validity period is **240 days**.

F.2.17 Clarification of Tender Offer after Submission

Add the following:

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

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following certificates with the tender:

A. Certificate of Contractor Registration (CIDB)

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

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.

B. Tax compliance pin

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

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

C. Company Registration

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

D. Ownership

Proof of Preference Points Claimed

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

F.3 The Employer's Undertakings

F.3.1 Respond to Requests from the Tenderer

F.3.1.1 Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.4 Opening of Tender Submissions

Add the following:

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

Time : 12H00, 14th November 2023

Location : **Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at 12H00.

F.3.8 Test for Responsiveness

Add the following after F.3.8.2:

Tenders will be considered non-responsive if:

the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
the tenderer does not comply with the Contractor's CIDB grading designation specified in F.2.1.1 above.
The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Add the following:

The procedure for evaluation of responsive Bid Offers will be **METHOD 4: (Financial Offer, preference, and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{(So \times Ap)}{Ms}$$

Where:

- *Ps = percentage scored for functionality by Bid/proposal under consideration*
- *So = total score of bid/proposal under consideration*
- *Ms = Maximum possible score*
- *Ap = percentage allocated for functionality*

F.3.11.3 Method 2: Financial Offer and Preference

Method 4, only, shall apply.

F.3.11.7 Scoring Financial Offers

Add the following:

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

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

Where:

- *W1 = 80 for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received:*
- *Pm = the value of the comparative offer of the most favourable tender.*
- *P = the value of the comparative offer under consideration.*

F.3.11.8. Scoring Preferences

Up to **20 points** (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

- The applicable preference point system for this tender is the 80/20 preference point system.

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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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.

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.

F.3.11.9. Scoring Quality

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- i) A maximum of **25 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- ii) A maximum of **25 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- iii) A maximum of **30 points** will be awarded for demonstrated experience with respect to undertaking construction of Projects in surfaced roads and stormwater projects.
- iv) A maximum of **20 points** will be awarded for ownership of construction plant and equipment.

Score quality, rejecting all tender offers that fail to score the minimum number of **60% (60 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

DETAILED BREAKDOWN OF QUALITY POINTS

CURRICULUM VITAE OF KEY PERSONNEL

CV's and Certified Qualifications of each key personnel member must be submitted.

- Contracts Manager / Site Agent
- Foreman

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.
- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant certified qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

Details	Score	Max. Points
Criteria 1: Applicant's Expertise		
1.1 Site Agent (SA) personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment and NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.		25
If SA has NQF level 6 (National Diploma) or Higher with 10 years or more experience and has completed similar projects.	25	
If SA has NQF level 6 (National Diploma) or Higher with 7-9 years' experience and has completed similar projects	20	
If SA has NQF level 6 (National Diploma) or Higher with 5-6 years' experience and has completed similar projects	15	
If SA has NQF level 6 (National Diploma) or Higher with 3-4 years' experience in construction of similar projects	10	
If SA has NQF level 6 (National Diploma) or Higher with 1-2 years' experience in construction of similar projects	5	
If SA does NOT have NQF level 6 (National Diploma) or Higher or does NOT have experience in construction of similar projects, has less than one year experience in construction of similar projects, regardless of other experience or No response	0	
Note: Verification method will be based on attached CV with Certified Copy of relevant Qualification, with traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification.		
1.2 Site Foreman (SF) personnel with at least a minimum experience in Civil Project and NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";		25
If SF has 10 years or more experience and has completed similar projects.	25	
If SF has 7-9 years' experience and has completed similar projects	20	
If SF has 5-6 years' experience and has completed similar projects	15	
If SF has 3-4 years' experience and has completed similar projects	10	
If SF has 1-2 years' experience and has completed similar projects	5	
If SF has NOT completed similar projects, regardless of other experience and NO response	0	
Note: Verification method will be based on attached CV With Certified traceable References		
Criteria 2: Relevant Experience - The company has successfully completed projects that are each worth an amount of 5 million rand or above of similar nature		
6 or more Projects on surfaced roads upgrade and stormwater projects	30	30
5 Projects on surfaced roads upgrade and stormwater projects	25	
4 Projects on surfaced roads upgrade and stormwater projects	20	
3 Projects on surfaced roads upgrade and stormwater projects	15	
2 Projects on surfaced roads upgrade and stormwater projects	10	
1 Projects on surfaced roads upgrade and stormwater projects	5	
0 or No Projects in Projects in surfaced roads upgrade and stormwater projects	0	
Note: Verification method will be based on attached Appointment letters stating contract amount and Completion Certificates for the same projects		

Details	Score	Max. Points
Criteria 3: Construction Plant - Ownership of construction plant and equipment (Tipper Trucks, Water tankers, Graders, Rollers etc.)		
Excavator	4	20
Grader	4	
TLB	4	
Tipper Truck (6-10m ²)	4	
Water Tanker	4	
No response	0	
Note: Verification method will be based on attached Finance Asset Register/Proof of Purchase (Excavator). Natis Documents for TLB, Water Tanker and Tipper Trucks. NB: Hired Plant will not be awarded points		
TOTAL EVALUATION POINTS SCORE FOR QUALITY		100

F.3.13 Acceptance of Tender Offer

A. Add the following:

Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- b) the tenderer is registered with the CIDB with an appropriate category of registration, by the tender closing date.
- c) 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.
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
 - iii) failed to perform on any previous contract and has been given a written notice to this effect.
- e) the tenderer 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.
- f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges.

F.3.17 Provide Copies of the Contracts

Add the following:

The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate.

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.1.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

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

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.1.2 Eligibility with Respect to Expanded Public Works Programme

This Contract qualifies as an Expanded Public Works Programme project.

T.1.2.1.3 Claims Arising after Submission of Tender

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

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

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

T.1.2.1.4 Imbalance in Tendered Rates

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

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

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

T.1.2.1.5 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day**.

T.1.2.1.6 Labour Intensive Construction/Use of Local Labour

The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Packing of gabion stone for gabion walls and mattresses
- Construction of concrete lined drains
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- Installation of guardrails
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- **Unskilled Labour** : R196.00 per day or R24.50 per hour
- **Skilled Labour** : R262.48 per day or R32.81 per hour

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively. The target beneficiaries are, but not limited to:

- Unemployed people, of whom, in aggregate, at least 60% women, and 2% should be people with disabilities.
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people

T.1.2.3.1 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink.
- c) if the offer has not been signed.
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T.1.2.3.2 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity.
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.3 Subcontracting

The successful bidder will be expected to subcontract to local sub-contractors as per Ray Nkonyeni Municipality SCM policy.

Part T2: Returnable Documents

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T2.1 List Of Returnable Documents	30
T2.2 Returnable Schedules	31 - 74

RAY NKONYENI MUNICIPALITY

NOTICE NO: 200 OF 2023

TENDER NO: 8/2/RNM0467

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A21; B1 to B2; C1.1 and C3 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
A1	Authority To Sign Documents	31
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	32
A3	Certificate Of Authority For Joint Ventures	33
A4	Schedule Of Work Carried Out By The Tenderer	34
A5	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	36
A6	Schedule Of Construction Plant	37
A7	Schedule Of Estimated Monthly Expenditure	39
A8	Schedule Of Estimated Monthly Expenditure Form – Past Experience (RNM/MBD5.1)	40
A9	Details Of Key Personnel	41
A10	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	43
A11	Schedule Of Daywork Rates	44
A12	Record Of Addenda To Tender Documents	46
A13	Company Registration Documents	47
A14	Identity Documents of Shareholders/Directors/Members	48
A15	Joint Venture Disclosure Form	49
A16	Declaration Of Interest (Rnm/Mbd 4)	57
A17	Declaration Of Bidder's Past Supply Chain Management Practices (Rnm/Mbd 8)	60
A18	Certificate Of Independent Tender Determination (Rnm/Mbd 9)	65
A19	Form Concerning Fulfilment Of The Construction Regulations	65
A20	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (Rnm/Mbd 6.1)	71
A21	Tenderer's Participation in Job Creation Using Local Labour	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	Cidb Contractor Registration Certificate	73
B2	Tax Pin (RNM/MBD2)	74
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	76
C1.2	Contract Data	81
C1.3	Performance Guarantee	87
C1.4	Occupational Health And Safety Agreement	90
C2	Pricing Data and Bill of Quantities	93
C	Scope of Work	11919

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

T2.2 RETURNABLE SCHEDULES

RAY NKONYENI MUNICIPALITY

NOTICE NO: 200 OF 2023

TENDER NO: 8/2/RNM0467

A1. AUTHORITY TO SIGN DOCUMENTS

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾ Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾ Board of Directors / Partners / Members passed at a meeting held on..... (Date),

at (Place)

..... (Name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for.

TENDER NO: 8/2/RNM0467 and any contract which may arise therefrom on behalf of :-

.....
(Name Of Tenderer in Block Capitals)

SIGNED ON BEHALF OF THE FIRM (Director/Partner/Member):-

1.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">DATE</p>
2.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">DATE</p>
3.	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">DATE</p>

SIGNATURE OF AUTHORISED SIGNATORY:

<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p style="text-align: center;">DATE</p>
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Tenderers are to note that failure to comply with this requirement will render their tender invalid.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

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

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

Note:

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

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A4. SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least five (5) projects.

Failure to complete this Schedule and submit both appointment letters and completion certificates will result into tenderer scoring zero (0). It will be taken to indicate that the Tenderer has no experience in this class of work.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A5. CURRENT AND RECENT PROJECTS FOR RAY NKONYENI MUNICIPALITY (RNM/MBD5.2)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR RAY NKONYENI MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A6. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A7. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

**A8. SCHEDULE CONTRACT FORM – PAST EXPERIENCE
(RNM/MBD5.1)**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value, and the name of the employer.

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A9. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER				
NQF level 5 "Manage Labour-Intensive Construction Processes"				
NAME:				NQF LEVEL:
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE AGENT				
NQF level 5 "Manage Labour-Intensive Construction Processes"				
NAME:				NQF LEVEL:
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE FOREMAN				
NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes"				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

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

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

CURRICULUM VITAE OF KEY PERSONNEL

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- o Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.
- o Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes"

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

**A10. PRICING SCHEDULE – FIRM PRICES (PURCHASES)
(RNM/MBD3.1)**

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

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

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

OFFER TO BE VALID FOR **240 DAYS** FROM THE CLOSING DATE OF BID.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A11. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Employer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments, and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant, no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
				

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

C. MATERIAL

The Tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

.....%

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A12. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A13. COMPANY REGISTRATION DOCUMENTS

Tenderers are to attach certified copies of company registration documents (e.g., CK Documents) to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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**A14. IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/
MEMBERS**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A15. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces.
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm
- Postal Address.....
- Physical Address
- Telephone.....
- Fax.....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
2.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing.....

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands.....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

- a) Joint Venture cheque signing

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

- b) Authority to enter into contracts on behalf of the Joint Venture

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

- c) Signing, co-signing and/or collateralising of loans

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

- d) Acquisition of lines of credit

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

- e) Acquisition of performance bonds

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

- f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract.

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees.

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls.

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....
The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name.....

Address

Telephone.....

Date.....

(Continue as necessary)

RAY NKONYENI MUNICIPALITY
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A16. DECLARATION OF INTEREST

(RNM/MBD 4)

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of Tenderer or his or her representative:
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder², member):
 - 3.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 3.5. Tax Reference Number:
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? **YES / NO**
 - 3.8.1. If yes, furnish particulars.
.....

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

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

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

- 3.9. Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1. If yes, furnish particulars.....
.....
.....

3.10. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1. If so, furnish particulars:

.....

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

3.11.1. If so, furnish particulars:

.....

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

3.12.1. If so, furnish particulars:

.....

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

3.13.1. If so, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

5. **CERTIFICATION**

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

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

SIGNATURE

DATE

CAPACITY

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A17. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (RNM/MBD 8)

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A18. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)

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

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

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

(RNM/MBD 9)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality/ Municipality Entity)

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

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

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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

RAY NKONYENI MUNICIPALITY
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A19. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

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

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

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

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

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

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

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

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

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

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

.....

.....

.....

.....

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

(Tick)

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A20. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (RNM/MBD 6.1)

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 TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 The 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.

1.4 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.

1.5 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.6 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.

1.7 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 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where?

- P_s = Points scored for comparative price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINT AWARDED FOR PRICE

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

80/20

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

Where?

- P_s = Points scored for comparative price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 and 80/20 preference point system.

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

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. (80/20 system)		Verification Document	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Company proof of address	
		Enterprise Located within the Ugu District Municipality = 5		
		Enterprise Located within the KZN Province = 1		
		Enterprise Located outside of KZN Province = 0		
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10	CIPC: Shareholders certificate and Sworn Affidavit confirming the status of EME or QSE	
		an EME or QSE which is at least 51% owned by black people = 6		
		an EME or QSE which is at 25% - 50% owned by black people = 2		
Total Points	20			

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 Company registration number:.....

5.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

5.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process.
- (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

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

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

A21. PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part F: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\begin{aligned} & \text{Minimum required content of such local labour (\%)} \\ = & \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Subtotal 1* (excluding contingencies, contract price adjustment and VAT)})} \end{aligned}$$

**Subtotal 1 is obtained from the Tender Summary under C2.2 Bill of Quantities*

The minimum required content of such local labour for this project shall be 15 %.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the value of Subtotal 1* (excluding contingencies, contract price adjustment and VAT) which is obtained from the Tender Summary shall be used.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Subtotal 1* (excluding contingencies, contract price adjustment and VAT)				R
Hence anticipated local labour content expressed as a percentage of Subtotal 1* (excluding contingencies, contract price adjustment and VAT))				%
<i>Note: Should this percentage not equal or not exceed the specified minimum percentage, the Tender will be considered non-responsive in terms of Clause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</i>				
Specified minimum local labour content				15 %

A penalty shall be applied to any shortfall in the local labour content achieved when measured against the specified minimum local labour content, as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of Clause F.3.8 of the Conditions of Tender.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
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B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

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

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

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or Joint Venture	CIDB registration No.	Category and class of registration, e.g., 6CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

B2. TAX PIN REQUIREMENTS

(RNM/MBD2)

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South Africa Revenue Services (SARS) to meet the bidder's tax obligation.

In order to meet the requirements bidders are required to complete in full the attached TCP1 "Application for a Tax compliance pin" and submit it to any SARS branch office nationally. The Tax compliance pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax compliance pin that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate Tax compliance pin.

Copies of the TCP "Application for a "Tax compliance pin" forms are available from any SARS branch office nationally or on the website www.sars.gov/za

Applications for the Tax compliance pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

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C1.4 Occupational Health And Safety Agreement	90

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C1.1. Form of Offer and Acceptance

Offer

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

TENDER NO: 8/2/RNM0467

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

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

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

.....
..... RAND (in words).

R (in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreement and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C: Scope Of Work

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

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

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY
No 10 Conner Street
Port Shepstone
4240

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

1. Subject

Details

.....

.....

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2. Subject

Details

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3. Subject

Details

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4. Subject

Details

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY RAY NKONYENI MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

CONFIRMATION OF RECEIPT

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

the(day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

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

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date seven (7) months after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is **RAY NKONYENI MUNICIPALITY**, represented by Ms. Unathi Ngcobo and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement.

Clause 1.1.1.28: Scope of Work

Replace with the following:

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

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

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

Clause 1.2.1.2: Notices

The name of the Employer is : **RAY NKONYENI MUNICIPALITY**

The address of the Employer is : **10 Connor Street
Port Shepstone
4240**

Clause 1.3.5: Contractor's Copyright

Add the following to Clause 1.3.5:

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

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

Clause 3.1.3: Employer's Approval Required

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

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

Clauses 4.1.1 and SCC 4.1.1: Contractor's General Obligations

The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

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

Clause 5.3: Commencement of Works

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

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

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

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

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

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

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 15 December 2023 and ends on 13 January 2024.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

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

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

Clause 5.12.2.2: Extension of Time

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

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

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

January	12 days	May	4 days	September	7 days
February	10 days	June	2 days	October	10 days
March	10 days	July	2 days	November	11 days
April	4 days	August	5 days	December	12 days

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

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

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is 0.05% of the total Tender Sum per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
The Performance Guarantee shall be worded as set out in the document included in C1.3.
The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

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

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: Interim Payments – Materials on Site

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

Clause 6.10.3: Retention Money

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

Clause 6.10.5: Payment of Retention Money

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

Clause 6.10.5.1

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

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is not permitted.

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

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

Clause 8.6.1.1.3

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

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest

in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

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

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

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

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

F1.11 Refer to Requirements of the Expanded Public Works Programme (EPWP)

Penalty applicable to any shortfall in the local labour content achieved

The specified minimum percentage of local labour content is **15%**

Clause 11: Contractor to Provide Everything Necessary

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

Clause 12: Details to be Confidential.

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

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is.

The address of the Contractor is.

Physical Address

Postal Address

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

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

Telephone:

Fax:.....

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C1.3. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”: means:

.....
Physical address:

“Employer” means: RAY NKONYENI MUNICIPALITY

.....
“Contractor” means:”

“Works” means:

.....
“Site” means:

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

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

.....
Amount in words:

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

.....
Amount in words:

“Expiry Date” means:

.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the 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:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

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

SIGNED AT:.....

--	--

GUARANTOR (1)

--

SIGNATURE

--

DATE

--

CAPACITY

--

GUARANTOR (2)

--

SIGNATURE

--

DATE

--

CAPACITY

--

WITNESS (1)

--

SIGNATURE

--

WITNESS (2)

--

SIGNATURE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C1.4. Occupational Health and Safety Agreement

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

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

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

I,

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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

SIGNED BY/ON BEHALF OF RAY NKONYENI MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

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

Part C2: Pricing Data and Bill of Quantities

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C2.2 Bill Of Quantities	98

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
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C2.1. Pricing Instructions

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

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

12. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either 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, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- a) Items in the COLTO Standard Specifications that would normally be carried out using labour intensive construction methods.
- b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour intensive methods rather than plant in order to meet such target.

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 filled in 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 breach to 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.

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 unauthorized 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.

RAY NKONYENI MUNICIPALITY

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C2.2. Bill of Quantities

CONTENTS:

SECTION 1

1200 General Requirements and Provisions
1300 Contractor's Establishment on Site and General Obligations
1400 Housing, offices, and laboratories for the engineer's site personnel

1500 Accommodation of Traffic
1600 Overhaul
1700 Clearing and Grubbing

SECTION 2

2100 Drains
2200 Prefabricated Culverts
2300 Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Linings for Open Drains

SECTION 3

3300 Mass Earthworks
3400 Pavement Layers of Gravel Material
3600 Crushed-stone bases
3800 Breaking up existing pavement layers.

SECTION 4

4100 Prime Coat
4200 Asphalt base and surfacing
4400 Single Seals
4500 Single Seals
4600 Bituminous Single Seal with Slurry (Cape Seal)
4800 Treatment of an existing surface exhibiting certain defects

SECTION 5

5100 Pitching: Stonework and Protection Against Erosion
5200 Gabions
5400 Guardrails
5700 Road Markings

SECTION 6

6100 FOUNDATIONS FOR STRUCTURES
6200 FALSEWORK, FORMWAORK AND CONCRETE FINISH
6300 STEEL REINFORCEMENT FOR STRUCTURES
6400 CONCRETE STRUCTURES
6600 NO-FINES CONCRETE, JOINTS AND PARAPETS AND DRAINAGE FOR STRUCTURES

SECTION 7

7100 Concrete pavements
7300 Concrete block paving
7400 Patented Earth Retaining Systems

SECTION 8

8100 Testing Materials and Workmanship

SECTION 9

D1000 Dayworks

BILL OF QUANTITIES

TENDER NO: 8/2/RNM0467

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 1200

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
12.00		GENERAL REQUIREMENTS AND PROVISIONS					
B12.01		Protection, removal, re-alignment and replacement of services					
		a)The removal, protection and replacement of utility services					
		ii)Eskom services	PC sum	1.0	25,000.00	25,000	00
		iii)Water services	PC sum	1.0	25,000.00	25,000	00
		b)Handling cost and profit in respect of subitem B12.01(a)(ii),	%	25,000.0			
B12.02		a) Survey required by the Engineer	PC sum	1.0	25,000.00	25,000	00
		b)Handling cost and profit in respect of subitem B12.02(a)	%	25,000.0			
B12.03		Provision of a Community Liaison Officer					
		a) Wages, salary, allowances, etc	month	18.0	6,000.00	108,000	00
		b)Handling cost and profit in respect of subitem B12.03(a) above	%	108,000.0			
B12.04		Environmental Control					
		a)Allowance for Environmental Control Officer	PC sum	1.0	90,000.00	90,000	00
		b)Handling cost and profit in respect of subitem B12.04(a)	%	90,000.0			
B12.05		Removal an re-erection of existing fences	Prov sum	1.0	20,000.00	20,000	00
B12.06		a) Provision for the design, construction and specialist advice for earth retaining systems where required	PC sum	1.0	250,000.00	250,000	00
		b) Handling cost and profit in respect of subitem B12.06(a)	%	250,000.0			
B12.07		Appointing and Management of Emerging Sub-contractors	Prov sum	1.0	400,000.00	400,000	00
B12.08		(a) Health and Safety Audiits	Prov sum	1.0	120,000.00	120,000	00
B12.09		(a) Employment of a Civil Engineering Student	month	18.0	5,000.00	90,000	00
		(b) Handling cost and profit in respect of subitem B12.09(a) above	%	90,000.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 1300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
13.00		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
B13.01		Contractor's general obligations					
		(a) Fixed obligations	L/sum	1.0			
		(b) Value-related obligations	L/sum	1.0			
		(c) Time-related obligations	month	18.0			
B13.02		HEALTH AND SAFETY OBLIGATIONS					
		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary	L/sum	1.0			
		(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works	L/sum	1.0			
		(c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract	month	18.0			
B13.03		Supply, transport to site and erection of the contract signboard	No	2.0			
13.04		Supply safety signage for camp site					
		(a) Information signboard at entrance to site office	L/sum	1.0			
Total Carried Forward To Summary							

SCHEDULE A: ROADWORKS

SECTION 1500

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
15.00		ACCOMMODATION OF TRAFFIC					
15.01		Accommodating traffic and maintaining temporary deviations	km	2.0			
15.03		Temporary traffic-control facilities					
	LI	(a) Flagmen	man-day	792.0			
	LI	(b) Portable STOP and GO-RY signs	No	2.0			
		(d) Amber flicker lights	No	2.0			
		(e) Road signs, R- and TR-series, (1200mm)	No	8.0			
B15.14		The provision and maintenance of safety equipment for use by the Employer's Agent					
		(a) Rotating amber flashing lights magnetically attached to vehicles	No	2.0			
		(b) High visibility reflective safety vests	No	4.0			
Total Carried Forward To Summary							

SCHEDULE A: ROADWORKS

SECTION 1600

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
16.00		OVERHAUL					
16.02		Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	8,100.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 1700

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
17.00		CLEARING AND GRUBBING					
17.01	LI	Clearing and grubbing	ha	2.0			
17.02		Removal and grubbing of large trees and tree stumps					
		(a) Girth exceeding 1m up to and including 2m	No	5.0			
Total Carried Forward To Summary							

SCHEDULE A: ROADWORKS

SECTION 2100

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
21.00		DRAINS					
21.01		Excavation for open drains:					
		(a) Excavating soft material situated within the following depth ranges below the surface level:					
	LI	(1) 0 m up to 1,5 m	m ³	583.6			
		(2) Exceeding 1,5 m and up to 3,0 m	m ³	120.0			
		(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	150.0			
Total Carried Forward To Summary							

SCHEDULE A: ROADWORKS

SECTION 2200

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
22.00		PREFABRICATED CULVERTS					
22.01		Excavation (a) Excavating soft material situated within the following depth ranges below the surface level:					
	LI	(1) 0 m up to 1.5 m	m ³	820.0			
		(2) Exceeding 1,5 m and up to 3,0 m	m ³	225.0			
		(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	225.0			
22.02		Backfilling:					
	LI	(a) Using the excavated material	m ³	204.8			
	LI	(b) Using imported selected material	m ³	409.5			
22.03		Concrete pipe culverts:					
		(c) On class C bedding					
		(3) 600mm dia. Type	m	350.0			
		(5) 900mm dia. Type	m	60.0			
22.06		Extra over items 22.03, 22.04 and 22.05 for constructing inclined culverts					
		(a) Concrete pipe culverts	m	110.0			
22.07		Cast in situ concrete and formwork					
		(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish					
		(1) 20MPa	m ³	50.0			
		(d) Formwork of concrete under subitem 22.07(c) above					
		(2) Vertical formwork for F2 surface finish	m ²	160.0			
		(3) Horizontal formwork for F2 surface finish	m ²	140.0			
22.10		Steel reinforcement					
		(b) High Tensile Steel Bars	t	1.2			
		(c) Welded steel fabric Ref 193	kg	400.0			
22.12		Removing existing concrete					
		(a) Plain concrete	m ³	200.0			
		(b) Reinforced concrete	m ³	200.0			
22.17		Manholes, catchpits, precast inlet and outlet structures complete					
		(b) Depressed inlets	No	12.0			
Total Carried Forward To Summary							

SCHEDULE A: ROADWORKS

SECTION 2300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
23.00		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS					
23.02		Concrete kerbing-channeling combination (Class 15/20 concrete):					
	LI	(a) 500mm wide combined kerb to SABS 927 (figure 6) and cast in situ channel	m	300.0			
23.05		Inlet, outlet, transition and similar structures (typical designs):					
		(b) In situ inlet structures for chutes as shown on drawing class concrete	No	2.0			
		(d) In situ outlet structures for chutes as shown on drawing class concrete	No	2.0			
23.07		Trimming of excavations for concrete-lined open drains					
	LI	(a) In soft material	m ²	5.0			
		(b) In hard material	m ²	5.0			
23.08		Concrete lining for open drains					
	LI	(i) Concrete lined 1000 V drains	m ³	360.0			
	LI	(b) Class U2 surface finish to cast in situ concrete for type open drain	m ²	3,600.0			
		(4) Catchwater drain					
		(i) Type 1	m ³	12.5			
23.09		Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)					
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	975.0			
23.10		Sealed joints in concrete linings of open drains					
		(a) Polysulphide sealants	m	250.0			
23.11		Concrete screed or backfill below chutes					
		(b) Class 20/19	m ³	3.8			
23.12		Steel reinforcement					
		(a) Mild steel bars	t	0.0			
		(b) High-tensile steel bars	t	0.0			
		(c) Welded steel fabric ref 193	kg	3,600.0			
23.13		Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	975.0			
23.15		Precast concrete blocks in outlet structures	No	38.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 3100

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
31.00		BORROW MATERIALS					
31.01		Excess overburden	m ³	100.0			
31.02		Excess overburden in borrow pits for obtaining crushed stone for pavement layers					
		(a) Overburden in soft or intermediate excavation	m ³	100.0			
		(b) Overburden in hard excavation	m ³	100.0			
31.03		Finishing-off borrow areas in:					
		(a) Hard material	ha	0.3			
		(b) Intermediate material	ha	0.3			
		(c) Soft material	ha	0.9			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 3300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
33.00		MASS EARTHWORKS					
33.01		Cut and borrow to fill, including free-haul up to 0.5km					
		(a) Gravel material in compacted layer thickness of 200 mm and less:					
		(1) Compacted to 90% of modified AASHTO density	m ³	10,000.0			
		(3) Eight roller passes compaction	m ³	10,000.0			
		(c) Rock fill (as specified in subclause 3209(c))	m ³	100.0			
		(d) Toes for rock fill embankments (as specified in subclause 3307(h))	m ³	50.0			
33.03		Extra over item 33.01 for excavating and breaking down material in:					
		(a) Intermediate excavation	m ³	1,000.0			
		(b) Hard excavation	m ³	1,000.0			
		(c) Boulder excavation class A	m ³	500.0			
		(d) Boulder excavation class B	m ³	100.0			
33.04		Cut to spoil, including free-haul up to 0,5 km. Material obtained from:					
		(a) Soft excavation	m ³	5,600.0			
		(b) Intermediate excavation	m ³	1,500.0			
		(c) Hard excavation	m ³	1,000.0			
		(d) Boulder excavation class A	m ³	500.0			
		(e) Boulder excavation class B	m ³	50.0			
33.05		Overbreak in hard and boulder class A excavation	m ²	800.0			
33.07		Removal of unsuitable material (including free-haul of 0.5 km):					
		(a) In layer thicknesses of 200 mm and less:					
		(1) Stable material	m ³	300.0			
		(2) Unstable material	m ³	150.0			
33.10		Roadbed preparation and the compaction of material					
		(b) Compaction to 93% of modified AASHTO density	m ³	3,600.0			
33.11		Three-roller-passes compaction:					
		(a) Vibratory roller	m ²	10,000.0			
33.13		Finishing-off cut and fill slopes, medians and interchange areas:					
		(a) Cut slopes	m ²	4,100.0			
		(b) Fill slopes	m ²	3,100.0			
Total Carried Forward							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 3300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
Brought Forward							
33.18		Extra over items 33.10, 33.11 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:					
		(a) Item 33.10 for roadbed preparation and the compaction of material	m ³	1,000.0			
		(b) Item 33.11 for three roller passes compaction	m ³	1,000.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 3400

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
34.00		PAVEMENT LAYERS OF GRAVEL MATERIAL					
34.01		Pavement layers constructed from gravel from commercial sources					
		(a) Gravel selected layer compacted to:					
		(1) 95% of modified AASHTO density (150mm G5)	m ³	280.0			
34.12		(a) Vibratory rollers	m ² -pass	10,000.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 5100

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
51.00		PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION					
51.01		Stone pitching:					
	LI	(b) Grouted stone pitching	m ²	350.0			
51.05		Concrete edge beams					
	LI	(a) Class 15/38	m ³	1.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 5200

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
B52.03		GABIONS					
		(f) Grouted galvanized gabion mattress (using 80x100x2.7mm mesh with 1.0m diaphragm spacing.)					
		(i) 2.0m wide by 0.3m high by 6.0m long	m ³	52.0			
B52.04		Filter fabric					
		(a) Grade 2	m ²	220.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 5600

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
56.00		ROAD SIGNS					
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:					
		(a) Aluminium sheet (2,0 mm thick)					
		(1) Area not exceeding 2 m ²	m ²	25.0			
		(2) Area exceeding 2 m ² but not 10 m ²	m ²	15.0			
56.02		Extra over item 56.01 for using:					
		(a) Background of retro-reflective material of:					
		(2) Class II	m ²	5.0			
		(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:					
		(2) Class III	m ²	4.0			
56.03		Road sign supports (overhead road sign structures excluded):					
		(2) 150 mm dia. type	m	100.0			
56.05		Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	4.0			
56.07		Extra over item 56.05 for rock excavation	m ³	0.5			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 5800

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
58.00		LANDSCAPING AND PLANTING PLANTS					
58.01		Trimming					
	LI	(b) Hand trimming	m ²	8,000.0			
58.03		Preparing the areas for grassing:					
		(a) Ripping	ha	0.8			
		(c) Topsoiling within the road reserve, where the following materials are used:					
	LI	(1) Topsoil obtained from within the road reserve or borrow areas (free haul 1,0 km)	m ³	0.8			
		(2) Topsoil obtained from other sources by the contractor (including all haul)					
		(f) Stockpiling of topsoil (free-haul 1,0 km)	m ³	1,200.0			
58.04		Grassing:					
		(a) The planting of grass cuttings					
	LI	(1) Kweek grass	ha	0.8			
58.05		Watering the grass when established by topsoiling only	kℓ	200.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 5900

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
59.00		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS					
59.01		Finishing the road and road reserve: (b) Single carriageway road	km	2.5			
59.02		Treatment of old roads and temporary deviations	km	0.5			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SECTION 7100

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
71.00		CONCRETE PAVEMENTS					
71.02		Concrete pavement 100mm Thick (GRADE 30/19) Placed and finished in accordance with specification.	m ³	1,265.0			
71.03	LI	Extra over item 71.02 for concrete pavement requiring hand placing	m ³	115.0			
71.04		Texturing and curing the concrete pavement:					
		(a) Burlap-dragged and grooved texture	m ²	12,000.0			
		(b) Curing	m ²	12,000.0			
71.06		Joints:					
		(a) Expansion joints complete (excluding dowels)	m	4,750.0			
		(d) Dowel bars (mild steel) (19mm@ 300mm):					
		(1) Installed in new concrete	No	31,500.0			
		(e) Tie bars (diameter and length indicated):					
		(1) Installed in new concrete	No	31,500.0			
		Steel reinforcement in concrete pavement:					
		(c) Welded steel fabric Ref 193	kg	22,200.0			
		(2) Interwoven Geocell Honeycombed Structure					
		(a) Coated slit film woven polypropylene tape placed in accordance with specification	m ²	650.0			
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

Number	LIC	Item Description	Unit	Quantity	Rate	DAYWORKS	
						R	c
D1000		DAYWORKS					
D1000		Personnel during normal working hours					
		a) Unskilled labour	h	60.0			
		b) Skilled labour	h	10.0			
		c) Foreman	h	10.0			
		Equipment					
		a) TLB (up to 52kW)	h	10.0			
		c)Self-propelled compactors					
		i)Vibrating roller up to 1,0 m wide and mass 1,5 t	h	10.0			
		ii)Vibrating roller more than 80 kW and mass 8 t	h	10.0			
		d)Tipper truck up to 10 cubic metre capacity	h	48.0			
		e) Motor grader from 95 kW up to 120 kW and mass 16 t	h	48.0			
		f) Excavator 20 ton	h	48.0			
		g) Materials					
		(1) Procurement of materials	Prov sum	1.0	100,000.00	100,000	00
Total Carried Forward To Summary							

NKANYEZI ROAD - RNM
SCHEDULE A: ROADWORKS

SUMMARY OF SECTIONS

Section 1	Description	Amount (Rand)
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
Section 2		
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
Section 3		
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
Section 5		
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5700	ROAD SIGNS	
5800	LANDSCAPING AND PLANTING PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
Section 7		
7100	CONCRETE PAVEMENTS	
Section 9		
D1000	DAYWORKS	
A	SUBTOTAL	
B	CONTINGENCIES (10%)	
C	SUBTOTAL (A + C)	
D	VAT (15%)	
Total Carried Forward To Summary Of Schedules		

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

Declaration

(In respect of completeness of Tender)

RAY NKONYENI MUNICIPALITY
10 Connor Street
Port Shepstone
4240

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 26 pages which includes the Bill of Quantities comprising 20 pages in consecutive order upon which my/our tender for the **TENDER NO: 8/2/RNM0467**

has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C: Scope of Work

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C3.2 Engineering	122
C3.3 Procurement	123
C3.4 Construction	124
C3.5 Management	146
C3.6 Annexes	1491

Status

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

Drawings
Scope of Work
Specifications

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C3.1. Description of the Works

C3.1.1 Employer's Objectives

As part of its service delivery mandate the Ray Nkonyeni Municipality intends to appoint Contractors to undertake the **TENDER NO: 8/2/RNM0467**

The contract is aimed at improving the socio-economic conditions of the community by delivering and enhancing service delivery in the area. The works are to be partly executed using labour intensive methods by making use of local resources, where possible.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines

Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work

C3.1.2 Overview of the Works

This contract covers the supply of all materials, labour, plant, and equipment for **TENDER NO: 8/2/RNM0467**. This project involves the UPGRADE OF NKANYEZI ROAD - WARD 10 within the Ray Nkonyeni Municipality.

The general scope of works includes but are not limited to the following:

- Clearing and grubbing
- Traffic accommodation
- Earthworks
- Roadbed preparation
- Construction of stormwater infrastructure, which should comprise 600mm – 900mm concrete pipes and masonry inlet and outlet structures, including manholes.
- Concrete drains
- Grouted stone pitching for side drains and headwall outlets
- Installation of gabion mattresses and reno-mattresses for erosion protection at outlet points
- Installation of road signs
- Installation of guard rails
- Such other civil works as may be deemed by Ray Nkonyeni Municipality for the completion of the project.

C3.1.3 Extent of the Works

The Works to be carried out by the successful bidder under this Contract comprise mainly of roads and stormwater infrastructure.

C3.1.4 Location of the Works

Work to be carried out in ward 10 within the Ray Nkonyeni Municipality.

C3.1.5 Description of Site and Access

As and when identified access will be provided.

C3.1.6 Temporary Works

The Contractor will be responsible for accommodation of traffic. It is anticipated that residents will be disrupted as little as possible and will have access to their houses as far as possible. Note that Councillors and residents will be informed well in advance via the CLO and Contractor.

Temporary works will comprise of dealing with stream whilst installing gabions and reno-mattresses.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C3.2. Engineering

C3.2.1 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent works :	
Concept, feasibility, and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 Employer's Design

The entire Permanent Works have been designed by the Employers representative, i.e., the Engineer.

C3.2.3 Design Brief

The Contractor will supply a typical layout for accommodation of traffic. Any alterations to this layout need to be approved by the Engineer and Employer.

C3.2.4 Drawings

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

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

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

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C3.3. Procurement

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 Requirements

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

C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

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

C3.3.2 Subcontracting

C3.3.2.1 Scope of Mandatory Subcontract Works

No requirements specified.

C3.3.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.3.2.3 Subcontracting Procedures

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

Subcontractors shall submit their Health and Safety Plan to be approved by the Engineer.

C3.3.2.4 Attendance on Subcontractors

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

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

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

C3.4.1.1.1 Applicable Technical Recommendations for Highways (TRH)

- TRH 09 Construction of Road Embankments
- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C3.4.1.1.2 Applicable Technical Methods for Highways (TMH)

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

C3.4.1.2 Particular Specifications

Refer to C3.5.

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

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

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. However, all existing service should be proven prior to construction. The onus still lies with the Main Contractor to ensure that no services are damaged during the construction period.

C3.4.4.2 Treatment of Existing Services

It is envisaged that some of the existing services may require temporary or permanent relocation. The relevant local authorities should be contacted before relocating any services.

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

Not applicable.

C3.4.4.4 Damage To Services

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

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

(a) Water Source

A potable water supply is available in the vicinity of the Site. Should the Contractor wish to utilise such water supply, he/she shall be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

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

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

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

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

(b) Electricity supply

An electrical power supply is available in the vicinity of the Site. Should the Contractor wish to avail himself of such supply, he shall, in accordance with the provisions of relevant subclause, and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

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

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

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

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

(c) Area for Contractor's site establishment

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting or during the site handover meeting.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available, and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores, and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

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

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

C3.4.5.2 Facilities Provided by the Contractor

(a) Facilities for the Engineer

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

The following are typical facilities to be provided:

- Office accommodation
- Site meeting venue
- Contract nameboards
- Survey equipment and assistants
- Electricity supply for the Engineer
- Site diary.

(b) Water

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

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

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

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

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

(c) Electricity

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

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

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

C3.4.5.3 Storage And Laboratory Facilities

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

C3.4.5.4 Vehicles and Equipment

No requirements are specified.

C3.4.5.5 Advertising Rights

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

C3.4.5.6 Notice Boards

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

C3.4.6 Site Usage

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

C3.4.7 Permits and Way Leaves

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

C3.4.8 Water for Construction Purposes

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

C3.4.9 Survey Control and Setting Out of the Works

The survey control points and setting out data is provided by the Employer. It is the Contractor's responsibility to ensure that the survey control points are correct and to use these control points for setting out.

C3.4.10 Extension of Time Due to Abnormal Rainfall

- (a) Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Works Programme.
- (b) No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
- (c) The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.
 - 3 working days per month for the months of May to October
 - 2 working days per month for the months of November to April
- (d) Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.
- (e) It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
- (f) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

C3.4.11 Features Requiring Special Attention

(a) Site Maintenance

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

(b) Subcontractors

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

The Engineer will not liaise directly with any Subcontractors, nor will he issue instructions concerning the subcontract works directly to any Subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Subcontractors and the Engineer will not become involved.

(c) Access to Properties

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

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath, or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths, and entrances shall be made safe and reopened to traffic overnight. Such closure

shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(d) Existing Residential Areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least **24 hours** but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(e) Employment of Local Labour

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen, and the like should such expertise not be available out of the community.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Project Steering Committee for details of those labourers who are available in the area of work, and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- the unavailability of sufficient numbers of local labourers to execute the work.
- the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Tenderer shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, as determined by the Department of Labour.

REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-

intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- 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. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection.

Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 10

1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R196 per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme

Tasks set by the Contractor shall be such that:

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

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), green in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear; and
- Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).

- a) Protective headwear, green in colour, with EPWP branding;
- b) Protective eyewear such as spectacles and goggles;
- c) Protective face shields;
- d) Protective earplugs and earmuffs;
- e) Respiratory masks;
- f) Disposable safety apparel;
- g) Kidney belts;
- h) Safety harnesses; and

- i) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. NATIONAL YOUTH SERVICE (NYS)

The Contractor shall not be required to employ NYS workers in terms of this contract.

3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- b) Participant profiles – nationality, gender, age, education level and disability status.
- c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- d) Records of training – as required in terms of the EPWP Data Collection Tool template. In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work

created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

4. PROVISION OF STRUCTURED TRAINING

4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. *(Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).*

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

Compiler to adjust the specified quantities below, as necessary, if training for significantly smaller or larger numbers of learners than 25 is required.

(a)	Lecture room (interior area)	= 48 m ²
(b)	Ablutions (male)	= 6 m ²
(c)	Ablutions (female)	= 6 m ²
(d)	Chairs for learners	= 25 off
(e)	Desk area for 25 learners	= 12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	= 5 off
(g)	Table area for trainers and management	= 3 m ²
(h)	220/250 volt power points	= 6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	= 6 off
(j)	Single incandescent light fittings complete with 100 watt globes	= 4 off
(k)	Wash hand basins complete with taps and drains	= 4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	= 2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	= 4 off
(n)	Voltage stabilizers	= 2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	= 2 off
(p)	White boards (3 m x 1,5 m)	= 1 off
(q)	Venetian blinds	= 12 m ²

4.7 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where

required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or reos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

5. COMMUNITY LIAISON

(a) Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

5.1 Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

6. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

7. Labour

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

7.1 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the

specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
- Installation of prefabricated kerbs;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layerworks materials to the extent scheduled;
- Spreading of stabilising agent;
- Maintenance patching of surfacing;
- Slurry seal surfacing;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

Compiler to add to / remove from the list above in accordance with the specific requirements of this contract.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized 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.

(f) Monthly Statements and Payment Certificates

The statement to be submitted by the Contractor in terms of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(g) Construction in Restricted Areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

(h) Notices, Signs, Barricades and Advertisements

All notices, signs, and barricades, as well as advertisements, may be used only if 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 instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient, or dangerous.

(i) Workmanship and Quality Control

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

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

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

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements, and levels to demonstrate the achievement of compliance with the Specifications.

(j) Survey Control and Setting Out of the Works

Before commencement of work, the Contractor shall liaise with the Engineer to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contactor, will be replaced at the Contractor's cost.

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C3.5. Management

C3.5.1 Management of the Works

C3.5.1.1 Applicable Specification

As specified under Clause C3.4

C3.5.1.2 Particular Specifications (C3.6 - Annexes)

As specified under Clause C3.4 and C3.6

C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's 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 after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

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

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary.

C3.5.1.4 Sequence Of the Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

C3.5.1.5 Software Application for Programming

Not applicable.

C3.5.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable COLTO specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality Plans and Control

Refer the various and applicable COLTO specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Other Contractors on Site

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.11 Testing, Completion, Commissioning and Correction of Defects

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.12 Recording of Weather

Refer C3.4.9

C3.5.1.13 Format of Communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Diary and Instruction Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant, and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

C3.5.1.14 Key Personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.15 Management Meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works. Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

C3.5.1.16 Forms for Contract Administration

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

C3.5.1.17 Daily Records

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.18 Payment Certificates

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.19 Proof of Compliance with the Law

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.20 Insurance Provided by the Employer

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023
TENDER NO: 8/2/RNM0467

C3.6. Annexes

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Annex C3.6.1 Variations and Additions to Standard Specifications

Notes to tenderer:

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

COLTO SERIES 1000: GENERAL

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

B1302 GENERAL REQUIREMENTS

(c) Allowance Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day** throughout the contract.

(d) Allowance for In-Service Training

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

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

B1302 PAYMENT

Item	Unit
B13.02 Provisional Sums	
<i>Add the following pay subitem.</i>	
"(a) Allowance for Community Liaison Officer (CLO) at R270.04 per day	Day
"(b) Overhead charges and profit on {(c)}	%
"(c) Allowance for in-service training for local graduate not exceeding. R5500 per month	Sum
"(d) Overhead charges and profit on {(e)}	%
"(e) Allow provisional sum for relocation of services	Sum
"(f) Overhead charges and profit on {(g)}	%

B1303

PAYMENT

Item	Unit
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B13.03 (a) OHS Obligations - Fixed

Add the following pay subitem:

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

Item	Unit
-------------	-------------

B13.03 (b) OHS Obligations – Time Related

Add the following pay subitem:

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

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

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

Delete the third paragraph commencing “Should the final value of the work”.

In the 11th paragraph, the following amendments apply:

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

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

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

Add the following new paragraphs:

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

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

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

Insert the following paragraphs:

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

B1304 TACHOMETRIC SURVERY

Item **Unit**

B13.04

Add the following pay subitem:

“(a) Additional Survey Requested by the Engineer..... Sum
“(b) Overhead charges and profits on (a) %

B1305 PAYMENT

Item **Unit**

B13.05 The contractor's general obligations

Add the following pay subitem:

“(a) Daywork Sum

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

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

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

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following:

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

(f) Approval of temporary deviations

Add the following:

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

(i) Traffic Safety Officer

Add the following to the end of the second paragraph:

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

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

“Make himself available to discuss road safety and traffic accommodation matters whenever required by the Employer’s Agent and shall be responsible...”

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

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

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

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

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

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

Add the following sub-sub-clauses:

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

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

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

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

Add the following sub-clauses:

- “(j) **“U” turns.**

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

- (k) **Site personnel**

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

(l) Failure to comply with provisions

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

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

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

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

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

Replace the third paragraph with the following:

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

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

(b) Road signs and barricades

Add the following:

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

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

(e) Warning devices

Add the following:

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

(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road but shall be switched on while construction vehicles are operating within the

accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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

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

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

Add the following sub-clauses:

“(g) Other traffic control measures ordered by the Employer’s Agent

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

(h) Flagmen

Add the following:

- 1) Competent staff must be used for controlling traffic, as their actions can affect the safety of both the road users and road workers.
- 2) Local labour shall be trained during traffic accommodation workshop prior to works being carried out.

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Operate stop and go
- b) Flagmen

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

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

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

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

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

SECTION B1600: OVERHAUL

B1602 DEFINITIONS

(b) Overhaul

Replace the sub-clause with:

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

(d) Free-haul distance

Replace the last sentence with:

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

SECTION B1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(c) Conservation of topsoil

Add to the end of the 1st paragraph:

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

Replace the second paragraph of this clause with the following:

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

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

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Grass Clearing: Removal of vegetation to ground surface.
- b) Loading, hauling of topsoil to stockpile and spreading.

B1704 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Add the following to the measurement and payment paragraphs:

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

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Grass Clearing: Removal of vegetation to ground surface.
- b) Grubbing: Root removal to 250 mm depth in soft loamy soil.
- c) Loading, hauling and spreading

Add the following new payment item:

Item	Unit
B17.07 Removal of topsoil to temporary stockpiling thereof:	
(a) Topsoil from within the limits of the road prism (Including 1 km free haul).....	cubic metre (m ³)

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

The contractor shall constantly liaise and agree with the Employer’s Agent as to the depth of topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor’ expense. Should material that is deemed by the Employer’s Agent not to be topsoil, be removed, and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Employer’s Agent.

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

COLTO SERIES 2000: DRAINAGE

SECTION B2100: DRAINS

B2101 SCOPE

Amend the first paragraph to read:

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

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 1.5metres
- b. Stormwater drainage
- c. Low-volume roads & 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 specification shall prevail.

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a. granular materials:
 - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii. 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:
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - 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;

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Excavation, backfill, compacting and disposing of surplus excavated material.

SECTION B2200: PREFABRICATED CULVERTS

B2218 MEASUREMENT AND PAYMENT

Add the following pay items:

“Item	Unit
B22.07 Cast in situ concrete and formwork	
(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, including formwork and class U2 surface finish Crushed, washed stone obtained from commercial source for:	
(i) Inlet and outlet structures concrete class 30/19 as per Contract Drawing	cubic metre (m ³)
(ii) Dish drain crossing as per Contract Drawing Concrete class 30/19	cubic metre (m ³)

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

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- b) Excavation, backfill, compacting and disposing of surplus excavated material
- c) Erecting and removal of formwork.

d) Mixing, transporting, placing and curing the concrete

B22.10 Steel reinforcement

(c)Welded steel fabric
..... kg

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 22.17:

Item **Unit**

B22.17 Manholes, catchpits, precast inlet and outlet structures complete

- a) Manholes (for grid inlets) - SD 0602/B
 - (iii) 1,0 m to 1,5 m deepNo
 - (iv) 1,5 m to 2,0 m deepNo
 - (v) 2,0 m to 2,5 m deepNo
- b) Catchpits - SD 0703/B
 - (1) Brick Manholes for drainage: constructed on all pipes up to 750mm dia.
 - (ii) 1,0 m to 1,5 m deep; Type S1No
 - (iv) 1,5 m to 2,0 m deep; Type S1No
 - (2) Brick Manholes for drainage: constructed on 750mm dia. pipes
 - (ii) 1,0 m to 1,5 m deep; Type S1No
 - (iv) 1,5 m to 2,0 m deep; Type S1No

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Laying of brickwork and
- b) Plastering and benching

Add the following new Clause after the last paragraph of item 22.18:

Item **Unit**

B22.18 Brickwork

(b)230 mm thick
.....m²

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Laying of brickwork for headwalls

Add the following new Clause after the last paragraph of item 22.20:

Item		Unit
B22.20	Benching	
	.....	m ²

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Placing the concrete benching

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

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

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

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

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

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

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

Add the following new Sub-clauses to Clause 2304:

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

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

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

B2307 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 23.05:

Item		Unit
B23.05	Inlet, outlet, transition and similar structures (typical designs)	
(b)	1000 V-Drain Outlet Chute including 5m transition, 2m straight channel and stone pitching erosion protection (As shown on Drawing SD 0603/A and SD 0603/2).....	No

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Placing formwork;
- b) Excavating, trimming and backfilling; and

- c) Mixing and placing concrete

Add the following new Clause after the last paragraph of item 23.07:

Item		Unit
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B23.07 Trimming of excavations for concrete-lined open drains:

- (a) In soft materialsm²

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Preparing the areas for placing concrete

Add the following new Clause after the last paragraph of item 23.08:

Item		Unit
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B23.08 Concrete lining for open drains:

- (a) Cast in situ concrete lining (Class 20/19 for open drains).....m³

- (b) Class U2 surface finish to cast in situ concrete (Open Drains)m²

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.09:

Item		Unit
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B23.09 Formwork to cast in situ concrete lining for open drains (class F2 surface finish):

- (a) To sides with formwork on the internal face onlym³

- (b) To sides with formwork on both internal and external faces (each face measured).....m²

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.10:

Item		Unit
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B23.10 Sealed joints in concrete linings of open drains (Polysulphide sealant)..... m

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Sealing the joints

Add the following new Clause after the last paragraph of item 23.12:

Item	Unit
B23.12 Steel reinforcement:	
(c) Welded steel fabric	kg

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Cutting, bending;
- b) Welding and
- c) Placing and fixing the steel reinforcement

SECTION B3300: MASS EARTHWORKS

B3312 MEASUREMENT AND PAYMENT

General Directions

Amend the following sub-clause to read:

“(3) Work in restricted areas

No additional payment will be made for work in restricted areas”.

Add the following sub-clause:

“(4) The free haul distance for all items unlimited”

Add the following new payment item.

“Item	Unit
B33.11 Extra over item 33.10 for adding G7 material from a commercial source as specified in sub subclause 3207(b)(iii)	cubic metre (m ³)

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

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3407 MEASUREMENT AND PAYMENT

Add to the following payment item:

“Item	Unit
B34.01 Pavement layers constructed from gravel taken from commercial sources.	
(h) Base layer compacted to:	
(vi) 95% of modified AASHTO density 150mm thick G6, as per material specification of TRH20	cubic metre.(m ³)

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

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

COLTO SERIES 5000: ANCILLARY ROADWORKS

SECTION B5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5102 MATERIALS

(a) Stone

Replace the 2nd paragraph with the following:

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

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Excavation and shaping
- b) Mixing, transporting and placing of concrete for stone pitching
- c) Collection of stones, placing of stones and grouting the stones

Payment to the contractor shall be made under the following categories:

- (a) **Resource A - Plant:** Plant necessary to complete a respective task or activity, in which case the task or activity cannot be feasibly done by labour. Compensation for plant used, will be claimable in each interim payment certificate, only upon submission of the plant hours worked, which shall be tracked using a Vibroclock as well as the daily diary completed on site.
- (b) **Resource B - Equipment:** Equipment to be used by labour during a particular task or activity. The contractor is to ensure that equipment schedules are prepared to avoid replication and unnecessary claims for compensation of equipment already accounted for. Penalties may be imposed for duplication of claims on payments made previously.
- (c) **Resource C - Material:** Provisions for selected materials, to be built into the works, shall be priced for the provisions of these materials only. Compensation for these materials in each interim payment certificate, will only be claimable upon submission of the site specific invoice and corresponding proof of payment for the same amount paid to the supplier by the contractor.
- (d) **Resource D - Supervision:** The contractor is to ensure that only the relevant and necessary personnel required for each supervisory activity is present on site at the required times. Compensation for personnel shall be claimed under the relevant items in the schedule of quantities.
- (e) **Resource E - Labour:** The type of work that is programmed should be aligned with the EPWP guidelines and is to be achieved through labour-intensive approaches. The project must be treated as proper engineering and as far as possible, the work must be based on task based work, such as group tasks. Production rates for the different activities must be referred to when scheduling work activities. For this reason the compensation for labour will be paid to the contractor at a task rate for the appropriate daily task completed. Compensation for labour in each interim payment certificate, will only be claimable upon submission of the daily registers and corresponding proof of payment of monthly remuneration to the respective beneficiary.

SECTION 5200: GABIONS

B5202 MATERIALS

(f) Filter fabric below the gabions

Add the following at the end of subclause 5202(f):

"In the case of the filter fabric used to line the earth faces of gabion boxes or mattresses constructed under this contract, the following properties shall apply:

Penetration load (minimum)	3500 Newton
Puncture resistance (maximum)	15 mm
Water percolation (minimum)	20 litre / m ² / sec"

B5205 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 52.03:

Item	Unit
B52.03 Gabions:	
(a) Galvanized gabion boxes, hexagonally woven mesh, 80mm x 100mm, 2.7mm dia. with additional PVC coating, as follows:	
(i) 3.0 m x 1.0 m x 1.0 m.....	m ³
(b) Galvanized gabion mattresses, hexagonally woven mesh, 80mm x 100mm, 2.7mm dia. with 1.0m diaphragm spacing:	
(i) 2.0 m wide by 0.3m high by 6.0m long	m ³

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Tying and connecting wires;
- b) Loading, transporting and off-loading; and
- c) Assembling and filling of the cages

Add the following new Clause after the last paragraph of item 52.04:

Item	Unit
B52.04 Filter fabric:	
(a) Grade 2	m ²

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Cutting; and
- b) Placing, joining, overlapping, and securing the material in position.

The contractor shall display the apportionments to the 5 general categories to ensure the appropriate compensation.

Payment to the contractor shall be made under the following categories:

- (f) **Resource A - Plant:** Plant necessary to complete a respective task or activity, in which case the task or activity cannot be feasibly done by labour. Compensation for plant used, will be claimable in each interim payment certificate, only upon submission of the plant hours worked, which shall be tracked using a Vibroclock as well as the daily diary completed on site.
- (g) **Resource B - Equipment:** Equipment to be used by labour during a particular task or activity. The contractor is to ensure that equipment schedules are prepared to avoid replication and unnecessary claims for

compensation of equipment already accounted for. Penalties may be imposed for duplication of claims on payments made previously.

- (h) **Resource C - Material:** Provisions for selected materials, to be built into the works, shall be priced for the provisions of these materials only. Compensation for these materials in each interim payment certificate, will only be claimable upon submission of the site specific invoice and corresponding proof of payment for the same amount paid to the supplier by the contractor.
- (i) **Resource D - Supervision:** The contractor is to ensure that only the relevant and necessary personnel required for each supervisory activity is present on site at the required times. Compensation for personnel shall be claimed under the relevant items in the schedule of quantities.
- (j) **Resource E - Labour:** The type of work that is programmed should be aligned with the EPWP guidelines and is to be achieved through labour-intensive approaches. The project must be treated as proper engineering and as far as possible, the work must be based on task based work, such as group tasks. Production rates for the different activities must be referred to when scheduling work activities. For this reason the compensation for labour will be paid to the contractor at a task rate for the appropriate daily task completed. Compensation for labour in each interim payment certificate, will only be claimable upon submission of the daily registers and corresponding proof of payment of monthly remuneration to the respective beneficiary.

SECTION B5600: ROAD SIGNS

B5601 SCOPE

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

"SADC Road Traffic Signs Manual"

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road signboards

Add the following:

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

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following sub-clause:

"(e) Application of retro-reflective material

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

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

B5605 STORAGE AND HANDLING

Add the following:

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

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

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

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

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

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- a) Excavation, assemble post and signboard, erecting and backfilling for the signboard posts.

B5609 MEASUREMENT AND PAYMENT

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

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

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

SECTION 5800: LANDSCAPING AND PLANTING PLANTS

B5801 SCOPE AND DEFINITION

(a) Scope

Add to sub-clause 5801(a) the following:

The Contractor shall also note the requirements of the Environmental Management Procedures in Part C of these Project Specifications, with particular reference to the protection of existing trees and shrubs. Due to the nature of the project site, and the erosion which occurs when trees and grasses are removed, existing vegetation shall be disturbed as little as possible.

B5812 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 58.01:

Item	Unit
<p>B58.01 Trimming:</p> <p>(b) Hand trimming.....m²</p>	

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Trimming the areas to the specified requirements;
- b) Moving of small quantity material; and
- c) Removal of surplus material and stone

Add the following new Clause after the last paragraph of item 58.03:

Item		Unit
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B58.03 Preparing the areas for grassing:

- (c) Topsoiling within the road reserve, where the following materials are used:
 - (i) Topsoil obtained from within the road reserve or borrow areas
(free haul 1,0km)m³
- (f) Stockpiling of topsoil (free haul 1,0km).....m³

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Excavating and loading the topsoil;
- b) Placing and spreading the topsoil to required thickness;
- c) Levelling the topsoil to smooth surface and removing the stones; and
- d) Placing it in the stockpile

Add the following new Clause after the last paragraph of item 58.04:

Item		Unit
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B58.04 Grassing:

- (a) The planting of grass cuttings:
 - 1) Kweek grassm³

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Excavating, loading, transporting, off-loading, placing and watering sods for replanting dead areas.

Add the following new Clause after the last paragraph of item 58.05:

Item		Unit
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B58.05 Hydroseeding:

- (c) Hydroseeding:
 - (iii) Hydroseeding..... ha

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Mixing;

- b) Watering,
- c) Weeding and re-hydroseeding bare patches

The contractor shall display the apportionments to the 5 general categories to ensure the appropriate compensation.

Payment to the contractor shall be made under the following categories:

- (a) **Resource A - Plant:** Plant necessary to complete a respective task or activity, in which case the task or activity cannot be feasibly done by labour. Compensation for plant used, will be claimable in each interim payment certificate, only upon submission of the plant hours worked, which shall be tracked using a Vibroclock as well as the daily diary completed on site.
- (b) **Resource B - Equipment:** Equipment to be used by labour during a particular task or activity. The contractor is to ensure that equipment schedules are prepared to avoid replication and unnecessary claims for compensation of equipment already accounted for. Penalties may be imposed for duplication of claims on payments made previously.
- (c) **Resource C - Material:** Provisions for selected materials, to be built into the works, shall be priced for the provisions of these materials only. Compensation for these materials in each interim payment certificate, will only be claimable upon submission of the site specific invoice and corresponding proof of payment for the same amount paid to the supplier by the contractor.
- (d) **Resource D - Supervision:** The contractor is to ensure that only the relevant and necessary personnel required for each supervisory activity is present on site at the required times. Compensation for personnel shall be claimed under the relevant items in the schedule of quantities.
- (e) **Resource E - Labour:** The type of work that is programmed should be aligned with the EPWP guidelines and is to be achieved through labour-intensive approaches. The project must be treated as proper engineering and as far as possible, the work must be based on task based work, such as group tasks. Production rates for the different activities must be referred to when scheduling work activities. For this reason the compensation for labour will be paid to the contractor at a task rate for the appropriate daily task completed. Compensation for labour in each interim payment certificate, will only be claimable upon submission of the daily registers and corresponding proof of payment of monthly remuneration to the respective beneficiary.

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

B5901 SCOPE

In the first line of the second paragraph, insert the following after 'this section'.

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

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new sub-clause:

"(a) New construction"

Replace the sixth paragraph with:

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

Add the following:

"(b) Renewal construction"

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored, or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling, and grassing. Should, during the removal of construction

generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

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

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

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

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

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

SECTION B7100: CONCRETE FOR STRUCTURES

B7102 MATERIALS

(a) Cement

Remove the colon at the end of the first paragraph, replace it with a comma, and add the following:

“taking into account the adaptation of the new SANS 50197-1 and SANS 50197-2 code for cements.”

Add the following new paragraph:

The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the Works and shall be selected according to Table B6402/1.

Table B7102/1: Selection of Cement Type

Condition of Exposure	Placing Temperature of Concrete	Type of Cement*
1. MODERATE Concrete surfaces above ground level and protected against alternately wet and dry conditions caused by water, rain and sea-water spray	< 20°C	CEM II A – S CEM II B – S
	20°C - 30°C	CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
2. SEVERE Concrete surfaces exposed to hard rain and alternatively wet and dry conditions	< 20°C	CEM II A – S CEM II B – S
	20°C - 30°C	CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
3. VERY SEVERE Concrete surfaces exposed to aggressive water, sea-water spray or a saline atmosphere	< 20°C	CEM II B – S 42.5 CEM III A CEM II B – V 32.5
	20°C - 30°C	CEM II B – S CEM III A CEM II B – V
4. EXTREME Concrete surfaces exposed to the abrasive action of sea water or very aggressive water	< 20°C	CEM II B – S CEM III A
	20°C - 30°C	CEM II B – S CEM III A

Notes*

1. CEM I cements shall only be used in environments where concrete is not prone to chloride attack i.e. in inland drier environments.
2. Where a strength class of 42,5 or greater is required, and the placing temperature of concrete is between 20°C to 30°C, a set and hydration retarding admixture shall be used where required so as not to exacerbate bleeding. Cement types CEMII and III may be blended, provided that the final product conforms to the requirements of SANS 50197-1 for the proportion of extender used and provided that the proportion of extender in the original unblended cement is known.

The Environmental Condition of Exposure for this site is SEVERE.

(b) Aggregates

Add the following new subclause:

(vi) The maximum chloride ion content of fine aggregate shall be 0,03% by mass of aggregate as measured by SANS 1083:2002. Where concrete is situated in a chloride environment the value shall be reduced from 0,03% to 0,01%.

(vii) The grading of the fine aggregate shall comply with the following table:

Sieve Size	<u>Cumulative % Passing Sieve</u>
4 750µm	90 – 100
2 360µm	75 – 100
1 180µm	60 – 90
600µm	40 – 60
300µm	20 – 40
150µm	10 – 20
75µm	5 – 10

(d) Water

Delete the second sentence and substitute:

Water from rivers or from boreholes may only be used if tests conducted by an approved laboratory prove the suitability of the water for concreting purposes. Tests shall be repeated as often as may be deemed expedient by the Engineer.

(e) Admixtures

Add the following subsubclauses:

(v) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20° C.

(vi) A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42.5R or 42.5 are between 20 to 30° C or where the ambient temperature is between 20 to 30° C.

A portion of this work shall include for labour intensive construction. The labour intensive activities shall comprise of the following:

- a) Excavation, trimming, shaping.
- b) Compacting to 93% of modified AASTHO density
- c) Erecting and Removing of Formwork.
- d) Cutting, bending, placing and fixing the steel reinforcement for flared access
- e) Mixing, transporting and placing of concrete.

Add the following new to item 72.02:

Item	Unit
B71.02	Cast in situ concrete:

	(a) Class 30/19 Concrete Wearing Course.....	m ³
Item		Unit
B71.06(2)	Interwoven Geocell Honeycombed Structure:	
	(a) Coated slit film woven polypropylene tape	m ³

This work shall be undertaken using labour intensive construction methods. The contractor shall display the apportionments to the 5 general categories to ensure the appropriate compensation.

Payment to the contractor shall be made under the following categories:

- (a) **Resource A - Plant:** Plant necessary to complete a respective task or activity, in which case the task or activity cannot be feasibly done by labour. Compensation for plant used, will be claimable in each interim payment certificate, only upon submission of the plant hours worked, which shall be tracked using a Vibroclock as well as the daily diary completed on site.
- (b) **Resource B - Equipment:** Equipment to be used by labour during a particular task or activity. The contractor is to ensure that equipment schedules are prepared to avoid replication and unnecessary claims for compensation of equipment already accounted for. Penalties may be imposed for duplication of claims on payments made previously.
- (c) **Resource C - Material:** Provisions for selected materials, to be built into the works, shall be priced for the provisions of these materials only. Compensation for these materials in each interim payment certificate, will only be claimable upon submission of the site specific invoice and corresponding proof of payment for the same amount paid to the supplier by the contractor.
- (d) **Resource D - Supervision:** The contractor is to ensure that only the relevant and necessary personnel required for each supervisory activity is present on site at the required times. Compensation for personnel shall be claimed under the relevant items in the schedule of quantities.
- (e) **Resource E - Labour:** The type of work that is programmed should be aligned with the EPWP guidelines and is to be achieved through labour-intensive approaches. The project must be treated as proper engineering and as far as possible, the work must be based on task based work, such as group tasks. Production rates for the different activities must be referred to when scheduling work activities. For this reason, the compensation for labour will be paid to the contractor at a task rate for the appropriate daily task completed. Compensation for labour in each interim payment certificate, will only be claimable upon submission of the daily registers and corresponding proof of payment of monthly remuneration to the respective beneficiary.

A portion of this work shall include for labour intensive construction. The labour-intensive activities shall comprise of the following:

- f) Cutting the geocell and placing it.

COLTO SERIES 8000: SUNDRIES

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

Add the following clause:

“B8118 PROPRIETARY RESINS, GROUTS AND MORTAR

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

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the

grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

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

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

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

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

RAY NKONYENI MUNICIPALITY
NOTICE NO: 200 OF 2023X
TENDER NO: 8/2/RNM0467X

Annex C3.6.2 Health and Safety Specifications by the Employer

1. Interpretations

1.1 Application

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

1.1 Definitions

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

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Health and Safety Plan

The Principal Contractor shall prepare a documented Health and Safety Plan as per Construction Regulations 7(1) (a) based on the information / requirements contained in this specification and the baseline risk assessment for the project and demonstrate to us how he is going to implement Health and Safety on site.

2.2 Health and Safety File

The Principal Contractor must, as required by Construction Regulation 7(2)(b) compile and keep a health and safety file on site at all times that must include all documentation required in terms of The Act and Regulations and this specification. It must also include a list of all Sub Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor health and safety file must after compilation be submitted to the Health and Safety Agent for approval before any work commencement on site.

The health and safety file must contain the following documentation:

- Notification of Construction Work
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer
- Safety, Health, and Environment Policies
- Health and safety plan agreed with the Client's Agent
- Legal Appointments
- Certificates of medical fitness
- Risk assessment(s) and method statements
- Material Safety Data Sheets (MSDS)
- Traffic Management Plan
- Emergency Preparedness Plan
- Training Records
- Personal Protective Equipment (PPE) records
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- The following registers:
 - Accident and/or incident register (Annexure 1 of the General Administrative Regulations)
 - Occupational Health and Safety representative's inspection register
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
 - Inspection of hand tools
 - Inspection and maintenance of explosive powered tools
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment, and other electrical appliances)
 - Inspection for temporal electrical installations
 - First-aid box content
 - Record of first-aid treatment
 - Fire equipment inspections and maintenance
 - Record of hazardous chemical substances (HCS) kept and used on site.
 - Machine safety inspections (including machine guards, lockouts etc.).

- Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators)
- Inspection of stacking and storage
- The OHS Act and its Regulations (Construction Regulations 2014)
- Meeting records
- Internal Audits records
- Client's Audits records
- Other records relating to health and safety management on site.

The Client's Agent will conduct an evaluation of the Principal Contractor's health and safety file from time to time during a month, but at least once a month.

2.3 Mandatories and Contractors Safety File

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (i.e., Agreement with Mandatary) in his agreement with such Contractor.

Each Contractor must keep his/her health and safety file updated for the Principal Contractor, on a weekly basis. The Subcontractor must agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No. 85 of 1993 together with the Construction Regulations 2014.

The Principal Contractor must conduct an evaluation of the Contractor's health and safety file from time to time during a month, but at least once a month.

2.4 Notification of Intention to Commence Construction Work

The Principal Contractor must notify Department of Labour in writing of construction work as per section 4 of Construction Regulations and keep the stamped copy in the file.

3. STRUCTURE AND RESPONSIBILITIES

3.1 Overall Supervisions and Responsibility for Health and Safety

It is the Principal Contractor's responsibility to implement and maintain the health and safety plan approved by the Client.

The Chief Executive Officer (in terms of Section 16(1) of the OHS Act) of the Principal Contractor is to ensure that the Employer (as defined in the OHS Act) complies with the OHS Act.

The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

3.2 Operational Responsibilities for Health and Safety

The Principal Contractor must appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for health and safety during the works. Appointments shall be guided/ structured by the legislation requirements and the scope of works to be performed by the contractor. It is acknowledged that the Principal Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety Standards would not be negatively affected. Should the Health and Safety Agent deem such practice as having a negative effect on Health and Safety Standards; then alternative arrangements will have to be made.

A part time Health and Safety Officer shall be appointed by the Principal Contractor subject to the following conditions:

- The person must either have completed a SAMTRAC (Safety Management Training Course), which is administered by NOSA, a 3 Week Health and Safety Management Course, which is administered by Lexis Nexus, National Diploma in Safety Management or another course approved by Client's Agent as a minimum requirement.
- The Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) or have proof of application for registration.

3.3 Appointment of Health and Safety Representative

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he shall appoint one Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives shall be designated in writing and the designation must include the area of responsibility of the person and term of the designation. Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

Health and Safety Representatives shall carry out his/ her duties as per Section 18 of the OHS Act. The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations. Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

3.4 Health and Safety Committees

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file. The Health and Safety committee shall be made up of the following:

- Contracts Director
- Construction Manager
- Construction Safety Officer
- Health and Safety Representatives (Own and Contractors)
- Management Members and Client Representatives
- Contractors Managers

The Occupational Health and Safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent.
- Minutes of previous meeting
- Matters arising from the previous meeting.
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor
- Training:
 - Employee competence
 - Induction training
 - Certified skills
 - Toolbox talks
 - Emergency procedures
 - Any specific training needs.
- General issues:
 - Traffic Management
 - Fire precautions
 - First aid
 - Welfare, etc

Minutes of the meetings shall detail the actions arising from the meeting, action by, completion dates, be copied to all attendees and to be displayed on the safety notice board/s for the information of all the employees. A copy of the Safety Committee Meeting minutes shall be forwarded to the Client if the Client cannot attend the meetings.

3.5 Occupational Health and Safety Policy

The Principal Contractor must prepare a health and safety policy which should be signed by the Chief Executive Officer must form a part of the Safety Plan. The policy must outline objectives and set out how they will be achieved and implemented. The health and safety policy should also be displayed at the site office.

3.6 Health and Safety Organogram

An organogram outlining the health and safety management as per appointments under the OHS Act and the Regulations must be provided by the Principal Contractor and be kept in the health and safety file. The Contractor must maintain the health and safety management organogram up to date.

2.7 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor must allow for and cause a Site-Specific Hazard Identification and Risk Assessment exercise to be performed by a Competent Person before commencement of construction work based on the projects Baseline Hazard Identification and Risk Assessment. The risks assessed must form part of the Construction Phase Health and Safety Plan to be submitted by the contractor for approval by the Health and Safety Agent. The Risk Assessment must include:

- a) A list of hazards identified for the works.
- b) Health and safety effects from exposure to hazards.
- c) Risk rating and its methodology / matrix.
- d) Control / mitigation measures to identified hazards.
- e) Safe working procedures for the high-risk tasks intended to eliminate, reduce and/or control the risks assessed.

The Principal Contractor must ensure that all Sub-Contractors are informed, instructed, and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall allow for and be responsible for ensuring that all persons who could be negatively affected by construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (for example "toolbox talk" strategy to be implemented).

Should the Health and Safety Agent or other Clients Representative identify alternative hazardous activities performed by the Principal Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed, then the Principal Contractor will be required to perform such an exercise before continuing such work.

The risk assessment must be reviewed where changes are affected to the design and or construction that result in a change to the risk profile and when an incident has occurred.

2.8 Medical Fitness

The Principal Contractor and all Sub-Contractors must ensure that every employee on site has a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3 of Construction Regulations 2014.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall allow for and ensure that all site personnel undergo a site-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. Induction training shall also include training on the risks associated with the works to be executed, safe work procedures and emergency procedures.

All visitors to the site must also be subjected to site-specific induction training highlighting items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site health and safety rules.

2.10.2 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create a health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (Weekly)
- Posters
- Notices and Sign

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) <i>(10(e) only applicable to Contractor's yards)</i>
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 <i>(Schedule D)</i>
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high-risk substances [<i>FR5 (1)</i>] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)
Traffic control signs	Department of Transport; Traffic Signs Manual, 2010, Chapter 8

2.10.3 Competency

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes.

Records of all training must be kept on the health and safety file for auditing purposes.

2.10.4 Rules of conduct

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

YOU MAY NOT:

- * Partake, possess, or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.

- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly, or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

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

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

2.12 Construction Vehicles and Mobile Plant

Construction vehicles and mobile plant must be:

- ❖ Of acceptable design and construction
- ❖ Maintained in good working order.
- ❖ Used in accordance with their design and intention for which they were designed.
- ❖ Operated and/or driven by trained, competent and authorised operators/drivers.
- ❖ Must be driven at the site at a speed limit on site shall be 40 Km/h in normal circumstances and 20Km/h through deviations unless otherwise specified.
- ❖ No unauthorised persons to be allowed to drive construction vehicles and mobile plant.
- ❖ Provided with safe and suitable means of access.
- ❖ Fitted with amber lights and must be clearly labelled "Construction Vehicle" in a conspicuous position and reflective colour.
- ❖ Fitted with adequate signalling devices to make movement safe including reversing.
- ❖ Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into in
- ❖ Provided with roll-over protection.
- ❖ Fitted with two head and two taillights that is in good working condition whilst operating under poor visibility conditions; and
- ❖ Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.
- ❖ Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.
- ❖ No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.
- ❖ No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.
- ❖ The construction site must be organized to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.
- ❖ Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors, or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.
- ❖ In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.
- ❖ Employees near construction vehicles / operators to wear reflective safety vests.
- ❖ All construction vehicles and mobile plant daily inspection records must be kept in the health and safety file.

2.13 Health & Safety Audits, Monitoring and Reporting

The Client's Health and Safety Agent shall at least once a month during the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a full audit of physical site activities and well as an audit on the administration of health and safety. Copies of the audit reports will be forwarded to the Principal Consultant and the Project Manager and other site stake holders within seven days. It must be kept in the site health and safety file. The Health and Safety Agent may at any time visit the site for an Audit without prior notification to the contractor.

The Principal Contractor must allow for and conduct similar audits on all Sub-Contractors appointed by the Principal Contractor and forward copies of all reports to the Health and Safety Agent within seven working days of completion of the audits and file copies on the site health and safety file.

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Annex C3.6.3 Construction Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment, and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractor's rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel who will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Wastewater from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush, or streams.

PES5 Refuse

The site is to be kept clean, neat, and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 NOISE

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3) and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to.

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust.
- Avoiding spillage of liquids, sand, soil, or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

PES12 Removal of Protected Plants from Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention and Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all workstations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) i.e.. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example, mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and RAY NKONYENI Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

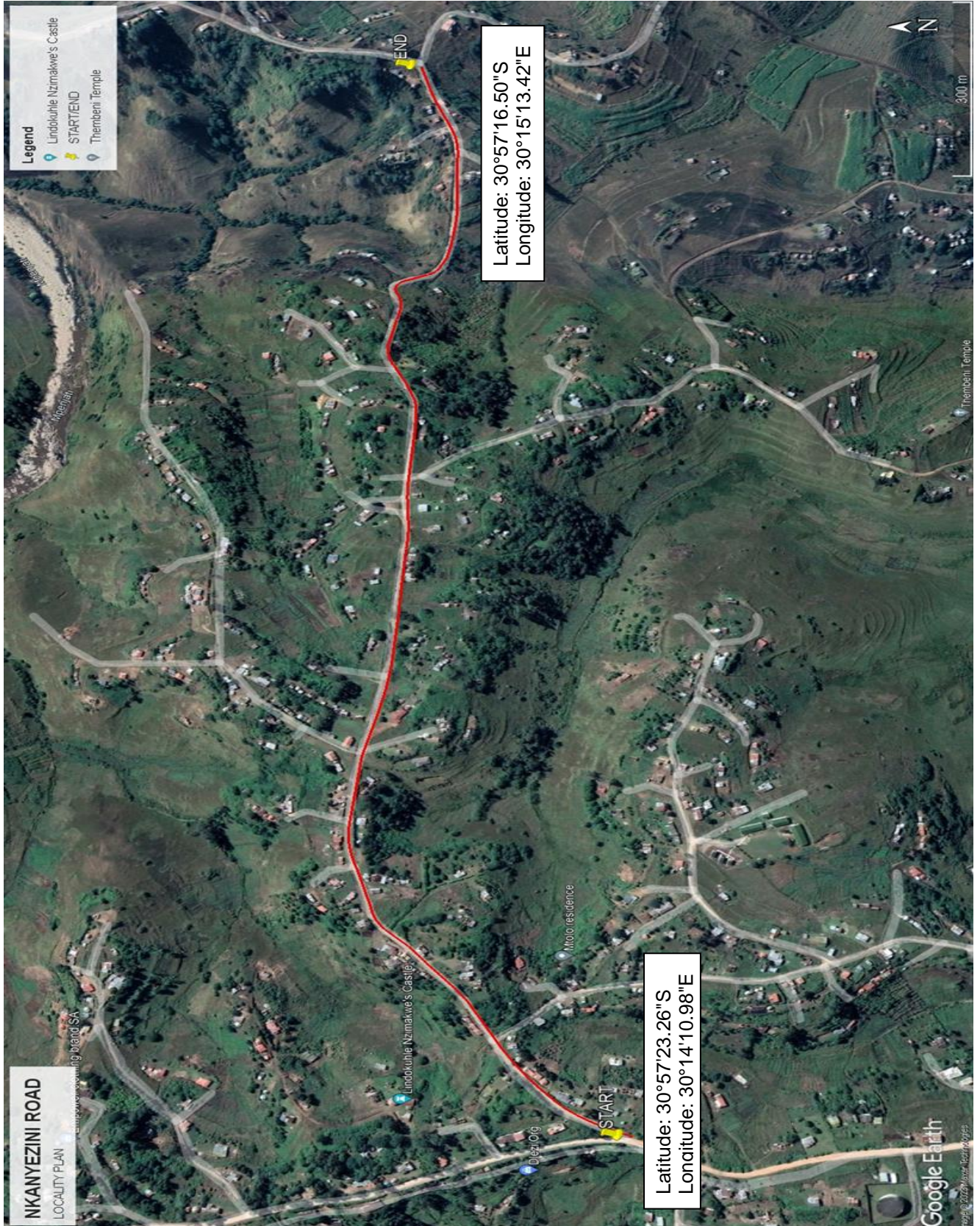
The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

Part C4: Site Information

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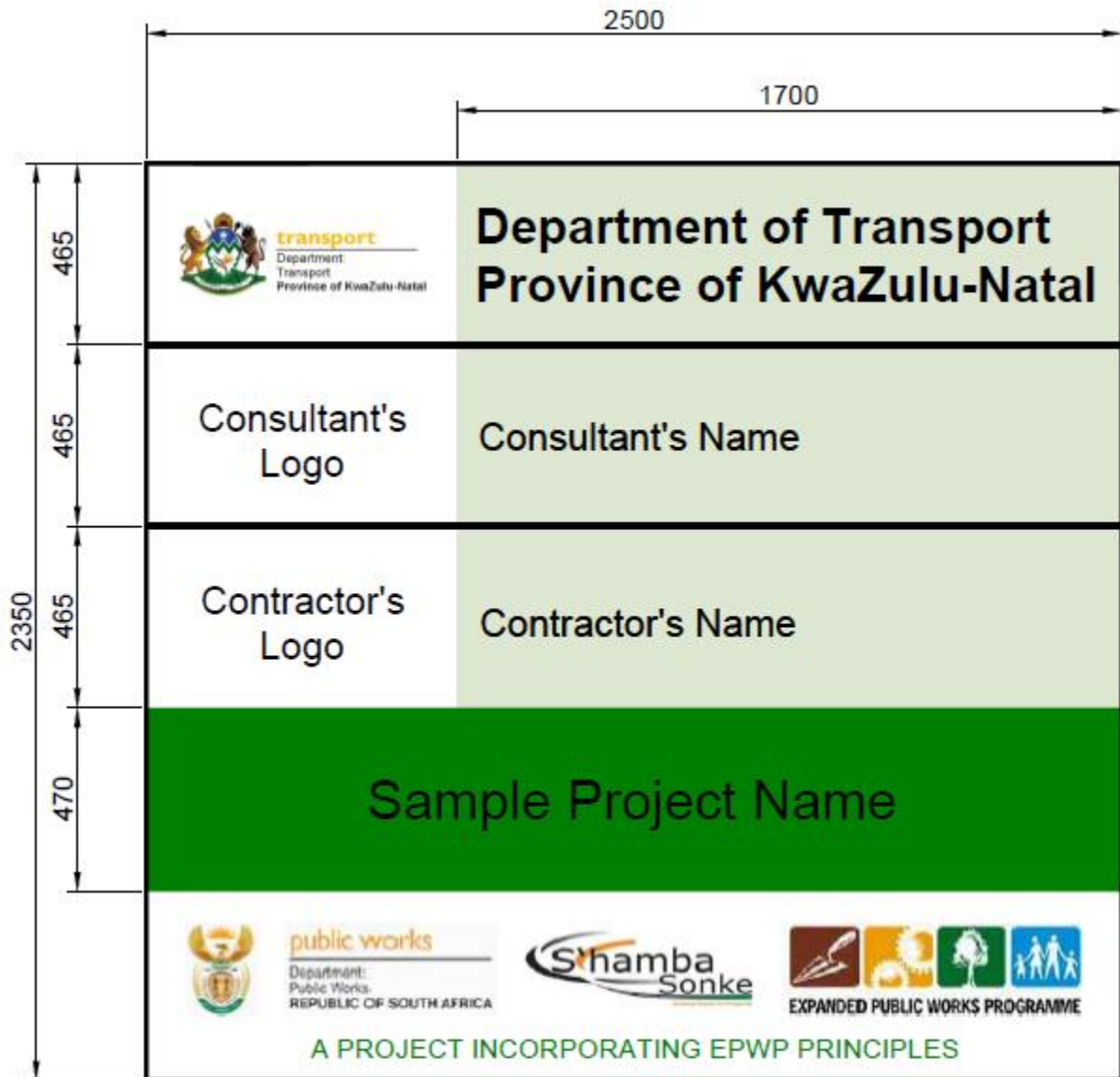
C.4.1 Locality Plan



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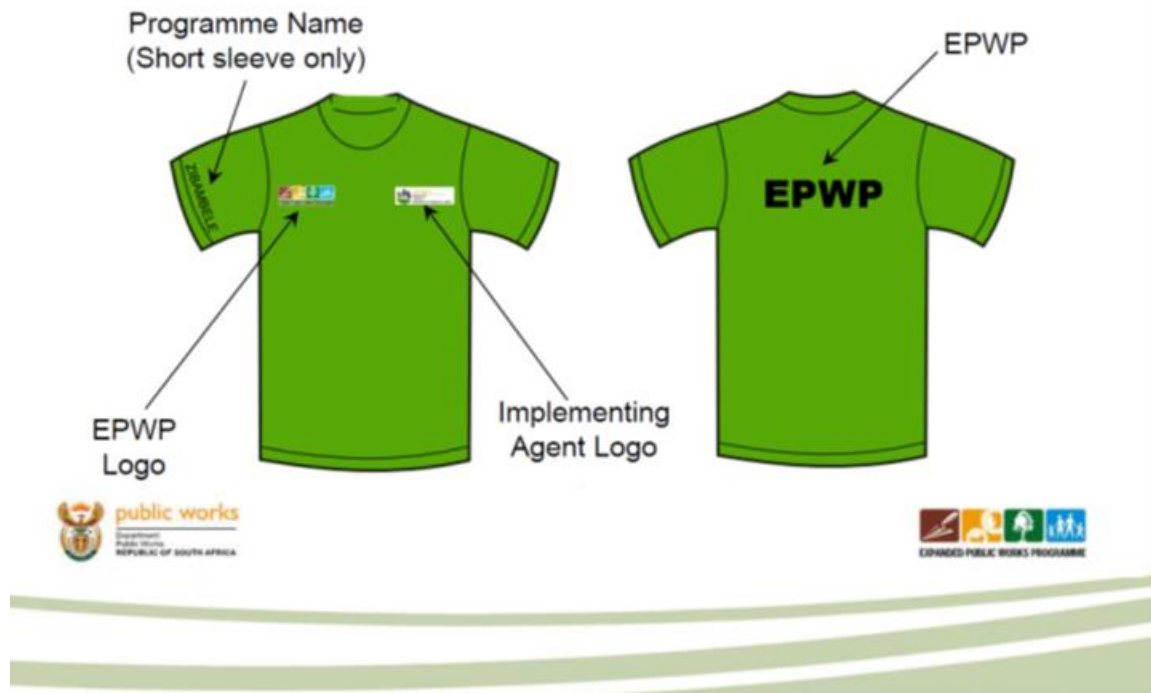
C.4.2 EPWP Branding Specification

CONTRACT SIGNBOARD FOR USE



PERSONAL PROTECTIVE EQUIPMENT

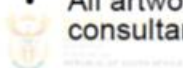
T-Shirt/Overall/Safety Vest Branding



Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal. 	<p>Payment</p> <ul style="list-style-type: none"> a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

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

1.2. In this document –

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

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

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

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a) absent from work for more than two consecutive days; or
 - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.



- 10. Maternity Leave**
- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
 - 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
 - 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
 - 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
 - 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
 - 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
 - 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.
- 11. Family responsibility leave**
- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 12. Statement of Conditions**
- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
 - a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
 - 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
 - 12.3. An employer must supply each worker with a copy of these conditions of employment.
- 13. Keeping Records**
- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
 - 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 14. Payment**
- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
 - 14.2. A task-rated worker will only be paid for tasks that have been completed.
 - 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
 - 14.4. A time-rated worker will be paid at the end of each month.
 - 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
 - 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
 - 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
 - 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
 - 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- 15. Deductions**
- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
 - 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
 - 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
 - 15.4. An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.
- 16. Health and Safety**
- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
 - 16.2. A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 17. Compensation for Injuries and Diseases**



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

18. Termination

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

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.



**EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	KZN
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Municipal
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	Ray Nkonyeni LM
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)</i>	Technical Services
Implementing public body type	<i>In which sphere is this project implemented? (Metro, Distr, Mun, National or Provincial Dept.)</i>	Municipal
Public body that will implement the project	<i>Which institution that implements the project?</i>	Ray Nkonyeni LM
Project Implementation		
Is this the project on the municipal IDP	<i>Yes / No</i>	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		KZN
District Municipality	<i>Under which District Municipality does this projects falls</i>	Ugu District Municipality
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	Ray Nkonyeni Local Municipality
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Municipal
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	Ray Nkonyeni LM
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	Ray Nkonyeni LM
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Local municipality
Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	Ray Nkonyeni LM
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number allocated to the project		N/A

EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	Ray Nkonyeni LM
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Unit of measure of primary output	<i>Eg. m, m², m³, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	

Contact person		
Title	<i>Person responsible for the Project in the Public Body (Project Manager)</i>	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference & name)	



EXPANDED PUBLIC WORKS PROGRAMME

The Attendance Register for on-site Workers

Reporting month: _____

Mobile No: _____

Project Name: _____

Contract no: _____

Surname: _____

First Name: _____

IDENTITY NUMBER:

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Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						

Total Days worked						
