

# MAQUASSI HILLS LOCAL MUNICIPALITY



**TENDER No.: MHLM/MIG/07/2026/2027**

## **UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG**

**A minimum of 20% Joint Venture will be required for the project with a local service provider within the Maquassi Hills Local Municipality**

**(CIDB CATEGORY: 7CE OR HIGHER)  
TENDER DOCUMENT**

|                                                                                                                                                              |                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Issued by:</b><br><b>MAQUASSI HILLS LOCAL MUNICIPALITY</b><br>Private Bag X3<br>Wolmaransstad 2630<br>Tel: 018 596 1068/018 596 1325<br>Fax: 018 596 1555 | <b>Prepared By:</b><br><b>DITLOU CONSULTING</b><br>P. O. Box 15684<br>Lynn East<br>0039<br>Tel: 012 548 0196<br>Fax: 012 548 0298<br> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  |                                     |
|----------------------------------|-------------------------------------|
| <b>Name of Tenderer</b>          |                                     |
| <b>Total price including VAT</b> |                                     |
| <b>Address of Tenderer</b>       |                                     |
| <b>Telephone Number</b>          |                                     |
| <b>CIBD Registration No.</b>     |                                     |
| <b>CSD Reg No.</b>               |                                     |
| <b>Construction Duration</b>     | <b>24 Months</b>                    |
| <b>Tender Closing Date</b>       | <b>20<sup>th</sup> October 2026</b> |



## CHECK LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the checkboxes provided that he has completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that he has attended to all the required items for submission with this Tender.

| Page  | Description      | Completed                                                                                                                                                                                                                 |    | For office use |    |          |
|-------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------|----|----------|
|       |                  | Yes                                                                                                                                                                                                                       | No | Yes            | No | Comments |
| Cover | Name of Tenderer |                                                                                                                                                                                                                           |    |                |    |          |
|       | Contact Details  |                                                                                                                                                                                                                           |    |                |    |          |
|       | Tender Sum       |                                                                                                                                                                                                                           |    |                |    |          |
|       | Schedule: 1A     | Compulsory Enterprise Questionnaire                                                                                                                                                                                       |    |                |    |          |
|       | Schedule : 1B    | Authority of Signatory                                                                                                                                                                                                    |    |                |    |          |
|       | Schedule: 1C     | Certificate of Authority for Joint Ventures (if applicable)                                                                                                                                                               |    |                |    |          |
|       | Schedule : 1D    | Record of Addenda to Tender Documents                                                                                                                                                                                     |    |                |    |          |
|       | Schedule : 1E    | Personnel Schedule (if applicable)                                                                                                                                                                                        |    |                |    |          |
|       | Schedule : 1F    | Schedule of Plant and Equipment available for the Contract                                                                                                                                                                |    |                |    |          |
|       | Schedule : 1G    | Schedule of Work satisfactorily carried out by the Tenderer                                                                                                                                                               |    |                |    |          |
|       | Schedule : 1H    | Schedule of Proposed Subcontractors                                                                                                                                                                                       |    |                |    |          |
|       | Schedule : 1I    | Certificate Of Attendance At Clarification Meeting                                                                                                                                                                        |    |                |    |          |
|       | Schedule : 1J    | Proposed Amendments and Qualifications                                                                                                                                                                                    |    |                |    |          |
|       | Schedule : 1K    | Preferential Procurement Schedule                                                                                                                                                                                         |    |                |    |          |
|       | Schedule : 2A    | Certificate of Contractor Registration issued by the CIDB                                                                                                                                                                 |    |                |    |          |
|       | Schedule : 2B    | Proof of Authority of Signatory                                                                                                                                                                                           |    |                |    |          |
|       | Schedule : 2C    | Original Valid Tax Clearance Certificate                                                                                                                                                                                  |    |                |    |          |
|       | Schedule : 2D    | Joint Venture Agreement, if applicable                                                                                                                                                                                    |    |                |    |          |
|       | Schedule : 2E    | Proof of registration for regional levies if preference is claimed for being registered in the MAQUASSI HILLS LOCAL MUNICIPALITY                                                                                          |    |                |    |          |
|       | Schedule: 2F     | Audited Financials for the past three years                                                                                                                                                                               |    |                |    |          |
|       | Schedule: 2G     | Particulars of any contract awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution of this period (if>R10 000 incl. VAT); and |    |                |    |          |

|  |              |                                  |  |  |  |  |  |
|--|--------------|----------------------------------|--|--|--|--|--|
|  | Schedule: 2H | Contractor's Bank Details        |  |  |  |  |  |
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**MAQUASSI HILLS LOCAL  
MUNICIPALITY**

**TENDER ADVERT**



| TENDER No             | PROJECT NAME AND DESCRIPTION                                                                     | CIDB GRADING  |
|-----------------------|--------------------------------------------------------------------------------------------------|---------------|
| MHLM/MIG/07/2026/2027 | UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG | 7CE OR HIGHER |

Maquassi Hills Local Municipality invites bids from suitably qualified and experienced Civil Engineering Contractors for the construction of the above stated project.

**NB: TENDER DOCUMENTS ARE DOWNLOADABLE FOR FREE FROM THE NATIONAL TREASURY'S e-TENDER PORTAL**

(<http://www.etenders.gov.za/content/advertised-tenders>)

Bidders should have a CIDB registration stated in the table above or higher. Joint Ventures or potentially emerging enterprises that satisfy the criteria stated in the tender data are eligible to tender.

Work on this contract will be in terms of the principles laid down by the Expanded Public Works Programme whereby the use of sustainable, labour intensive methods utilizing resources from the target community is to be optimized.

Queries relating to the issuing of these documents may be addressed in writing to Ms. R. Kgobe ([rosinahm@maquassihills.org](mailto:rosinahm@maquassihills.org)), responsible for issuing of tender documents and Technical enquiries related to scope of works and pricing instructions may be addressed to Mr. N. Mwase ([mwasenel@gmail.com](mailto:mwasenel@gmail.com)) OR Ditlou Consulting ([info@ditloucon.co.za](mailto:info@ditloucon.co.za))

**Tender Closing Date: 20<sup>th</sup> October 2026 at 12h00**

Maquassi Hills Local Municipality Supply Chain Policy will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA and Functionality will be used to determine the best tenderer where bidders will be required to score minimum of 70 points to proceed to Price/Specific Goals stage. The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended.

Tenders will remain valid for 60 (Sixty) days. The municipality's decision is final.

Duly completed tender documents sealed in an envelope marked with the tender number and the closing date are to be deposited into the tender box at Maquassi Hills Local Municipality, 19 Kruger Street, Wolmaransstad, 2630 by no later than **12h00 on Tuesday, the 20<sup>th</sup> of October 2026 at 12h00**. Telegraphic, telefaxed or posted tenders will not be accepted.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

The Bid committee of Maquassi Hills Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint the lowest bidder in the event the bidder is below the market-related rates.

This Tender is drawn up in line with Municipality's Supply Chain Policy.

MS. N.J. Mbonani  
**Municipal Manager**

**QUALIFICATION SCORE CARD:**

| KEY ASPECT OF CRITERION                                                                                                                            | MAXIMUM POTENTIAL SCORE | POINTS CLAIMED | BID EVALUATION COMMITTEE SCORES | PAGE REF.NO. |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|---------------------------------|--------------|
| Experience of the Bidder (Name of traceable reference with contact details to be included for verification)                                        | 35                      |                |                                 |              |
| Qualifications and experience of a Contract Manager                                                                                                | 15                      |                |                                 |              |
| Experience of site agent                                                                                                                           | 10                      |                |                                 |              |
| Locality of Bidder or Joint Venture                                                                                                                | 15                      |                |                                 |              |
| Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes | 25                      |                |                                 |              |
| <b>TOTAL</b>                                                                                                                                       | <b>100</b>              |                |                                 |              |

**THE FOLLOWING IS APPLICABLE TO ALL BIDS:**

The minimum number of evaluation points for Functionality is 70 points. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated and bidders must be rejected if obtain a zero in any scoring points item. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market-related rates.

**PLEASE NOTE:**

- 1. BIDDERS ARE REQUIRED TO SUBMIT SUPPORTING DOCUMENTS TO SCORE FULL POINTS**

**EVALUATION CRITERIA**

| Key aspect of criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Basis for points allocation                                                              | Max. Points | Verification Method                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------|
| <b>Experience of the Bidder</b><br>(Name of traceable reference with contact details to be included for verification) NB If completion certificate is issued by the Main Contractor also attach the Letter of Appointment of the main Contractor with the Client's stamp. - (35 points max) and contact details of Client                                                                                                                                                                             | At least Five (5) completed (roads construction and rehabilitation in the past 5 years.  | 35          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | At least four (4) completed (roads construction and rehabilitation in the past 5 years.  | 20          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | At least three (3) completed (roads construction and rehabilitation in the past 5 years. | 15          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | At least two (2) completed (roads construction and rehabilitation in the past 5 years.   | 10          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Less than 2 projects completed                                                           | 0           | Appointment letter & completion certificates            |
| <b>Contracts Manager</b><br><br>Qualification: <b>BSc</b> or <b>BEng</b> or <b>B-Tech</b> or <b>BEng-Tech</b> (NQF level 7) registered as a professional with:<br><br>Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) or a Professional Engineering Technologist (Pr. Tech. Eng.)<br><br>OR<br><br>South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr CPM) or a Professional | 5 or more years' experience in roads construction and rehabilitation                     | 15          | CV with Certified Copy of Qualifications to be attached |

|                                                   |                                                                       |    |                                                         |
|---------------------------------------------------|-----------------------------------------------------------------------|----|---------------------------------------------------------|
| Construction Manager (Pr CM)<br>– (15 points max) |                                                                       |    |                                                         |
|                                                   | 3 to 4 years' experience in construction and rehabilitation of roads  | 10 | CV with Certified Copy of Qualifications to be attached |
|                                                   | 1 to 3 years' experience in construction and rehabilitation of roads. | 5  | CV with Certified Copy of Qualifications to be attached |

| Key aspect of criterion                                                                                                                                                       | Basis for points allocation                                             | Max. Points | Verification Method                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------|---------------------------------------------------------------|
| <b>Site Agent</b><br>Qualification: NQF Level 6 in Civil Engineering<br><b>(10 points max)</b>                                                                                | 5 or more years' experience in construction and rehabilitation of roads | 10          | CV with Certified Copy of Qualifications to be attached       |
|                                                                                                                                                                               | 3 to 4 years' experience in construction and rehabilitation of roads    | 5           | CV with Certified Copy of Qualifications to be attached       |
|                                                                                                                                                                               | 1 to 3 years' experience in construction and rehabilitation of roads    | 3           | CV with Certified Copy of Qualifications to be attached       |
|                                                                                                                                                                               | No submission                                                           | 0           | None                                                          |
| <b>Locality of Bidder or Joint Venture</b><br><b>(15 points max)</b>                                                                                                          | Within Maquassi Hills Local Municipality                                | 15          | Municipal account                                             |
|                                                                                                                                                                               | Within District Municipality                                            | 12          | Municipal account                                             |
|                                                                                                                                                                               | Within Province                                                         | 8           | Municipal account                                             |
|                                                                                                                                                                               | Outside Province                                                        | 5           | Municipal account                                             |
| <b>Plant and Equipment</b><br><b>(relevant to the tendered project).</b><br><b>Relevant ownership document copies are to be included in this tender verification purposes</b> | Tenderer Own All Plant required for All roads construction projects:    |             |                                                               |
|                                                                                                                                                                               | Grader – 4 points                                                       | 4           | Certified Copies of Plant Ownership documents to be attached. |
|                                                                                                                                                                               | Excavator – 4 points                                                    | 4           |                                                               |
|                                                                                                                                                                               | Tipper Trucks x 3 – 6 points                                            | 6           |                                                               |
|                                                                                                                                                                               | Water Tanker – 2 points                                                 | 2           |                                                               |
|                                                                                                                                                                               | Smooth or padfoot – 2 points                                            | 2           |                                                               |
|                                                                                                                                                                               | LDV – 1 point                                                           | 1           |                                                               |
|                                                                                                                                                                               | For ownership, please score extra 1 point per Plant type                | 6           | Certified Copies of Plant Ownership documents to be attached  |
|                                                                                                                                                                               | For hired Plant score 3 points for submission of the letter.            | 2           | Letter of intent to supply with Plant.                        |

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|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Experience of the Bidder (Name of traceable reference with contact details to be included for verification) (maximum of 35 points)</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------|

The Bidder must attach to this a copy of their Proof of Experience.

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|                                                                          |
|--------------------------------------------------------------------------|
| <b>Qualifications and experience of a site agent (Maximum 15 POINTS)</b> |
|--------------------------------------------------------------------------|

The Bidder must attach to this page the Proof of Qualified professional staff.

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|                                                  |
|--------------------------------------------------|
| <b>Experience of foreman (Maximum 10 POINTS)</b> |
|--------------------------------------------------|

The Bidder must attach to this page the Proof of Qualified professional staff.

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|--------------------------------------------------------------------------|
| <b>LOCALITY OF SERVICE PROVIDER OR JOINT VENTURE (Maximum 15 POINTS)</b> |
|--------------------------------------------------------------------------|

**Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes or Letter of Intent to provide Plant once the bidder is successful. (Maximum – 25 POINTS)**

### T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender of the CIDB Standard for Uniformity in Construction Procurement (refer: [www.cidb.co.za](http://www.cidb.co.za)).

#### 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 the Conditions of Tender.

F.1.3.2 The Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will 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 Employer's Agent and Tenderer Communication**

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 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.

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- 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 employer.
- F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
- F.2.1.3 Only those tenderers who have in their employment management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.
- F.2.2 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. He shall 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**

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.2.6 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 site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the Tender Data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

**F.2.9 Insurance**

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

**F.2.10 Pricing the Tender Offer**

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

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**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 address packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's and identification details as stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of 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 being non-responsive.

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**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 the Conditions 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 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 being non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.
- F.2.18.3 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.

**F.2.19 Inspections, tests and analyses**

Provide access during working hours to premises for inspections, tests and analyses 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 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 prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the 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 the 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 items, 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 do 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: 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: In the case of a Financial Offer and Preferences:**

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 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.3.11.4

**Method 3: In the case of a Financial Offer and Quality:**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) 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.3.11.8;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5

**Method 4: In the case of a Financial Offer, Quality and Preferences:**

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $h_v$ ) 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.B.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of the 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 the number calculated using the formula and option described in table F 1 as stated in the tender data.

**TABLE F.1 – FORMULAE FOR THE VALUE OF A**

| FORMULA | BASIS FOR COMPARISON                        | VALUE OF "A"                |           |
|---------|---------------------------------------------|-----------------------------|-----------|
|         |                                             | Option 1                    | Option 2  |
| 1       | Highest price or discount                   | $A = [1 + (P - P_m) / P_m]$ | $P / P_m$ |
| 2       | Lowest price or percentage commission / fee | $A = [1 - (P - P_m) / P_m]$ | $P_m / P$ |

Where:

$P_m$  = is the comparative offer which is the most favourable

$P$  = is the comparative offer of the tender under consideration

#### F.3.11.8 Points awarded for Specific goals

- a. In terms of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining Specific Goals in accordance with the table below:

| Specific Goals            | Number of points (80/20 system) |
|---------------------------|---------------------------------|
| Female                    | 5                               |
| Youth                     | 5                               |
| Disability                | 5                               |
| Locally                   | 5                               |
| Non-compliant contributor | 0                               |

- b. Bidders who qualify as tabled above, need to submit proof that their company is owned by female, youth, person with disability and that the company is owned locally.
- c. A trust, consortium or joint venture, will qualify for points as a legal entity, provided that the entity submits documents as stipulated above.

#### F.3.11.9 Scoring Quality (functionality)

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

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

$$N_Q = W_2 \times S_o / M_s$$

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

#### F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderers information the policies or certificates of insurance (or both) 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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.16.2 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.

**T1.2.2: TENDER DATA: APPLICABLE TO THIS TENDER**

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annex C of the August 2019 edition of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (see [www.cidb.org.za](http://www.cidb.org.za)).

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

| Clause | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1  | The employer is the <b>Maquassi Hills Local Municipality</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.1.2  | <p>The tender documents issued by the employer comprise:</p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p>C1.4: Adjudicator's Agreement (if app</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1: Pricing InstructionsC2.2:</p> <p>Bills of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Project Specifications</p> <p>C3.7 Particular Specifications</p> <p><b>PART C4: SITE INFORMATION</b></p> <p><b>PART C5: ANNEXURES</b></p> |
| F.1.3  | <p>The Employer's Agent is:</p> <p>Name: <b>DITLOU CONSULTING</b></p> <p><b>Physical address:</b> <b>Postal</b></p> <p><b>address:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
|        | Office 19 East 202<br>Sanlynn Office park<br>Corner Alkantrand & Lynnwood Road<br>Lynnwood Manor0081                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | P.O. BOX 15684<br>Lynn East<br>0039 |
| F.2.1  | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:<br>a) Availability of resources.<br>b) Availability of skills to manage and perform the contract including staff which satisfies EPWP requirements (if applicable).<br>c) Previous experience on contracts of a similar value and nature.<br>Financial standing and capability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |
| F.2.1  | Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work, are eligible to submit tenders.<br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the CIDB;<br>2. the lead partner has a contractor grading designation in the 7CE OR HIGHER class of construction work; and<br>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction works.                                                                                                                                                                                                                                                                                                                       |                                     |
| F.2.1  | The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:<br>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER Class of construction work, and<br>b) contractors registered as potentially emerging contractors with the CIDB who are registered in one contractor grading designation lower than that required in terms of (1) above and who satisfy the following criteria:<br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the CIDB;<br>2. The lead partner has a contractor grading designation in the 7CE class of construction work; and<br>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work, are eligible to submit tenders.                        |                                     |
| F.2.7  | The arrangements for a clarification meeting are not applicable.<br>Location: Not applicable<br>Starting time: <b>Not applicable.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |
| F.2.12 | If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employers' standards and requirements, the<br><br>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.<br><br>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's |                                     |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | standards and requirements.<br><br>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative Employer's confirming design before it is constructed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.15.1 | Location of tender box: Maquassi Hills Local Municipality<br><br>Identification details: Municipal Manager, Maquassi Hills Local Municipality:<br>UPGRADING OF GRAVEL ROADS TO BLOCK<br>PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT<br>STREET IN LEBALENG<br><b>CLOSING DATE: 20<sup>th</sup> October 2026 12h00 PM</b><br><br>Postal address: Maquassi Hills Local Municipality<br>19 Kruger Street Wolmaransstad, 2630                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.2.13   | A two-envelope procedure will <b>not</b> be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.2.15   | The closing time for submission of tender offers is <b>as per advert</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.15   | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.2.16   | The tender offer validity period is <b>60 days</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F2.18    | The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.23   | The tenderer is required to submit the following certificates with his tender:<br><br>1) Either a Certificate of Contractor Registration issued by the Construction Industry Development Board OR a copy of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006) and an original valid Tax Clearance Certificate issued by the South African Revenue Services.<br><br>2) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);<br><br>3) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and<br><br>4) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT). |
| F3.4     | The time and location for opening of the tender offers are in accordance with F.2.15 & F2.13.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.3.11   | The procedure for evaluation of responsive Tender Offers will be <b>Method 4: (Financial Offer, preferences and quality (functionality))</b> with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.<br><br>1) <b><u>Financial Offer</u></b><br><br>The financial offer will be scored using the following formula<br>$= W1 \times [1 - (P - P_m) / P_m]$<br>where:<br>$W1 = 80$ for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>received, and <b>90</b> for financial values over R 50,000,000.00;<br/>P<sub>m</sub> = the value of the comparative offer of the most favourable tender; P<br/>= the value of the comparative offer under consideration</p> <p>The Maquassi Hills Local Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint ventures with emerging contractors.</p> <p>In the application of the 90/10 preference point system, if all bids received are below R50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.</p> <p><b>(2) Preferences</b><br/>Up to <b>20</b> points (for financial values up to R 50,000,000.00) or <b>10</b> points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p><b>(3) Quality</b><br/>The score for quality is to be calculated using the following formula:<br/><math display="block">W_Q = W_2 \times S_O / M_S</math><br/>where:<br/>W<sub>2</sub>: is the percentage score given to quality and equals <b>40</b><br/>S<sub>O</sub>: is the score for quality allocated to the submission under consideration<br/>M<sub>S</sub>: is the maximum possible score for quality in respect to the submission</p> <p>Score quality, rejecting all tender offers that fail to score the minimum number of <b>70%</b> of points for quality stated in the tender data.<br/>Tenderers are advised to study: <b>Maquassi Hills Local Municipality Supply Chain Management Procurement Policy</b> when completing <b>Schedule 1K</b> and claiming points.</p> |
| F.3.13.1 | <p>Tender offers will only be accepted on condition that :</p> <p>a) the tenderer has in <u>his or her possession</u> a Valid Tax Clearance Pin issued by the South African Revenue Services;<br/>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|          | <p>c) the tenderer or any of its directors is not listed in 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; and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|          | <p>d) the tenderer has not:</p> <ul style="list-style-type: none"> <li>i) Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> <p>e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of form the contract in the best interests of the employer or potentially compromise the tender process.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.3.18   | <p>The number of paper copies of the signed contract to be provided by the Employer is ONE (1).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Clause | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | 3) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | 4) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F3.4   | The time and location for opening of the tender offers are in accordance with F.2.15 & F2.13.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.3.11 | <p>The procedure for evaluation of responsive Tender Offers will be <b>Method 4: (Financial Offer, preferences and quality (functionality))</b> with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.</p> <p>1) <b><u>Financial Offer</u></b></p> <p>The financial offer will be scored using the following formula</p> $Nf = W1 \times [1 - (P - P_m) / P_m] \times x_{cq}$ <p>where:</p> <p>W1 = <b>80</b> for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and <b>90</b> for financial values over R 50,000,000.00;</p> <p>P<sub>m</sub> = the value of the comparative offer of the most favourable tender;</p> <p>P = the value of the comparative offer under consideration</p> <p>The Maquassi Hills Local Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint ventures with emerging contractors.</p> <p>In the application of the 90/10 preference point system, if all bids received are below R50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.</p> <p>(4) <b><u>Preferences</u></b></p> <p>Up to <b>20</b> points (for financial values up to R 50,000,000.00) or <b>10</b> points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>(5) <b><u>Quality</u></b></p> <p>The score for quality is to be calculated using the following formula:</p> $W_Q = W_2 \times S_Q / M_S$ <p>where:</p> <p>W<sub>2</sub>: is the percentage score given to quality and equals <b>40</b></p> <p>S<sub>Q</sub>: is the score for quality allocated to the submission under consideration</p> <p>M<sub>S</sub>: is the maximum possible score for quality in respect to the submission</p> <p>Score quality, rejecting all tender offers that fail to score the minimum number of <b>70%</b> of points for quality stated in the tender data.</p> |

| Clause   | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Tenderers are advised to study: <b>Maquassi Hills Local Municipality Supply Chain Management Procurement Policy</b> when completing <b>Schedule 1K</b> and claiming points.                                                                                                                                                                                                                                                                                                                               |
| F.3.13.1 | Tender offers will only be accepted on condition that : <ul style="list-style-type: none"> <li>b) the tenderer has in <u>his or her possession</u> a Valid Tax Clearance Pin issued by the South African Revenue Services;</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> </ul>                                                                                                                           |
|          | c) the tenderer or any of its directors is not listed in 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; and                                                                                                                                                                                                                                                              |
|          | f) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given written notice to this effect; and</li> </ul> g) 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 comprise the tender process. |
| F.3.18   | The number of paper copies of the signed contract to be provided by the Employer is ONE (1).                                                                                                                                                                                                                                                                                                                                                                                                              |

### T1.2 3: TENDER DATA: SPECIAL CONDITIONS OF TENDER

#### 1. QUALIFICATION CRITERIA

The Qualification Scorecard is as per the Table below.

| Key aspect of criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Basis for points allocation                                                              | Max. Points | Verification Method                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------|
| Experience of the Bidder (Name of traceable reference with contact details to be included for verification) NB if completion certificate is issued by the Main Contractor also attach the Letter of appointment of the main contractor with client's stamp – <b>(35 points max)</b> and contact details of client                                                                                                                                                                                                                                              | At least Five (5) completed (roads construction and rehabilitation in the past 5 years.  | 35          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | At least four (4) completed (roads construction and rehabilitation in the past 5 years.  | 20          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | At least three (3) completed (roads construction and rehabilitation in the past 5 years. | 15          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | At least two (2) completed (roads construction and rehabilitation in the past 5 years.   | 10          | Appointment letter & completion certificates            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Less than 2 projects completed                                                           | 0           | Appointment letter & completion certificates            |
| <b>Contracts Manager</b><br><br>Qualification: <b>BSc</b> or <b>BEng</b> or <b>B-Tech</b> or <b>BEng-Tech</b> (NQF level 7) registered as a professional with:<br><br>Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng.) or a Professional Engineering Technologist (Pr. Tech. Eng.)<br><br>OR<br><br>South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr CPM) or a Professional Construction Manager (Pr CM)<br>– <b>(15 points max)</b> | 5 or more years' experience in roads construction and rehabilitation                     | 15          | CV with Certified Copy of Qualifications to be attached |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3 to 4 years' experience in construction and rehabilitation of roads                     | 10          | CV with Certified Copy of Qualifications to be attached |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 to 3 years' experience in construction and rehabilitation of roads.                    | 5           | CV with Certified Copy of Qualifications to be attached |

|                                                                                                                                                                              |                                                                             |    |                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----|--------------------------------------------------------------|
| <b>Site Agent</b><br>Qualification: NQF Level 6<br>in Civil Engineering<br>(10 points max)                                                                                   | 5 or more years' experience in construction and rehabilitation of Roads     | 10 | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                                              | 3 to 4 years' experience in construction and rehabilitation of roads        | 5  | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                                              | 1 to 3 years' experience in construction and rehabilitation of roads        | 3  | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                                              | No submission                                                               | 0  | None                                                         |
| <b>Locality of Bidder or Joint Venture (15 points max)</b>                                                                                                                   | Within Maquassi Hills Local Municipality                                    | 15 | Municipal account                                            |
|                                                                                                                                                                              | Within District Municipality                                                | 12 | Municipal account                                            |
|                                                                                                                                                                              | Within Province                                                             | 8  | Municipal account                                            |
|                                                                                                                                                                              | Outside Province                                                            | 5  | Municipal account                                            |
| <b>Plant and Equipment</b><br>(relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes (25 points max) | <b>Tenderer Own All Plant required for All roads construction projects:</b> |    |                                                              |
|                                                                                                                                                                              | Grader – 4 points                                                           | 4  | Certified Copies of Plant Ownership documents to be attached |
|                                                                                                                                                                              | Excavator – 4 points                                                        | 4  |                                                              |
|                                                                                                                                                                              | Tipper Trucks x 3 – 6 points                                                | 6  |                                                              |
|                                                                                                                                                                              | Water Tanker – 2 points                                                     | 2  |                                                              |
|                                                                                                                                                                              | Smooth or padfoot – 2 points                                                | 2  |                                                              |
|                                                                                                                                                                              | LDV – 1 point                                                               | 1  |                                                              |

### **SCORING OF POINTS FOR SPECIFIC GOALS**

Points must be awarded to a Tenderer in accordance with the table below.

| Specific Goals            | Number of points (80/20 system) |
|---------------------------|---------------------------------|
| Female                    | 5                               |
| Youth                     | 5                               |
| Disability                | 5                               |
| Locally                   | 5                               |
| Non-compliant contributor | 0                               |

The minimum number of evaluation points for Functionality is **70 points**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

***NB: Bidders are required to submit supporting documents to score full points.***

**Bidder MUST SCORE AT LEAST 70 points FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION**

**NOTE: Must use METHOD 4**

### **LIC NQF REQUIREMENTS**

[NQF Level 5 and 7 Certificates for labour intensive construction for Supervisory and Managerial staff to be employed on site are to be provided with the tender submission]

| KEY PERSONNEL                                                                                                                                                                                      | TRAINING INSTITUTION | NQF REQUIREMENTS | YEAR OBTAINED |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|---------------|
| Contracts Manager                                                                                                                                                                                  |                      | NQF 7            |               |
| Site Agent                                                                                                                                                                                         |                      | NQF 6            |               |
| General Foreman                                                                                                                                                                                    |                      | NQF 4            |               |
| LIC NQF attachments should be of key personnel that will be attached on schedule 1E of the document. Attach NQF requirements to this page. <b>Failure to attach this will invalidate your bid.</b> |                      |                  |               |

NOTE:

- i) BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE NAMELY COMPANY REGISTRATION, QUALIFICATIONS DOCUMENTS, AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.
- ii) PROVIDE PROOF FOR ALL OF THE ABOVE, INCLUDING CONTACT DETAILS, NAMES OF COMPANIES AND CONTACT DETAILS WHERE REFERENCE CHECKS CAN BE UNDERTAKEN.
- iii) FAILURE TO COMPLETE THE QUALIFICATION SCORE CARD WILL DISQUALIFY YOUR PROPOSAL AND BIDDERS NEED TO SCORE A MINIMUM OF 70% TO BE ELIGIBLE FOR FURTHER EVALUATION

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## SPECIAL CONDITIONS

### 2. DURATION OF CONTRACT

The project must be completed within **24 months** from contract start date and will be phased into three (3) financial years.

### 3. PAYMENTS

All payments will be made to the Service Provider within thirty (30) days of verification of an invoice. All invoices should be submitted by the 20th of each month. No payments will be made to the contractor if **it does not adhere to the EPWP requirements.**

### 4. SERVICE LEVEL AGREEMENT

- 4.1 A service level agreement will be entered into with the successful bidder.
- 4.2 Negotiations in respect of the service level agreement must be finalized within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 4.3 Service level agreement entered into with the successful bidder will capture the time frames for performance applying to this contract.
- 4.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
  - i) Cancel its acceptance of the bid, or
  - ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

### 5. PENALTIES

Penalties will be levied at **R 3 500.00 per day** in the event of non-compliance.

### 6. PRICE

This Tender shall be a **Fixed Price Contract**. Contract price adjustment is not applicable to this Tender.

### 7. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

### 8. BID COMPLIANCE

The Bid must comply with the following:

The VAT component of the price must be indicated separately.

This bid or part thereof may not be ceded.

The bid documents submitted must be in the form and order as issued by the Municipality in order to assist the Municipality with the evaluation of same

### 9. MEETINGS

Progress meetings will be held once a month as agreed with the Engineer and Technical Meetings will be on an ongoing basis as and when is deemed necessary by the Engineer.

### 10. PROGRAMME/PERFORMANCE

The Service provider will be required to submit a program of confirmed activities to be undertaken in the project which will form an Annexure to the Service Level Agreement within 14 days from the commencement date.

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The Service Provider will also be required to submit monthly progress reports.

**11. RETURNABLE DOCUMENTS**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Maquassi Hills Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

**12. MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Maquassi Hills Local Municipality through its officials may become subject to an objections and appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the Maquassi Hills Local Municipality in writing.

**13. PERFORMANCE SECURITY**

A fixed amount of 10% in respect of Performance Security is applicable in respect of each bid and must apply for the duration of the contract.

The Performance Security shall be secured within thirty (14) calendar days of award of the bid and shall apply from the date of award of the bid.

The Performance Security submitted has to be approved by the Maquassi Hills Local Municipality.

**14. OTHER MATTERS**

Bidders must also submit three-year audited financial statements of the company.

Bidders must certify that he/she has no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

**PART T2: RETURNABLE DOCUMENTS**

| TABLE OF CONTENTS                 | Page | Colour   |
|-----------------------------------|------|----------|
| T2.1 List of Returnable Documents |      | (Yellow) |
| T2.2 Returnable Schedules         |      | (Yellow) |

## T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

- A. Compulsory Enterprise Questionnaire
- B. Certificate of Authority
- C. Certificate Of Authority for Joint Ventures
- D. Record of Addenda to Tender Documents
- E. Personnel Schedule
- F. Plant and Equipment
- G. Experience of Tenderer
- H. Proposed Subcontractors
- I. Certificate of Attendance at Clarification meeting
- J. Amendments, Qualifications and Alternatives
- K. Preferential Procurement Schedule
- 2A Certificate of Contractor registration issued by CIDB
- 2B Proof of authority of Signatory
- 2C Tax Clearance Certificate with Tax Pin Number
- 2D Joint Venture Agreement if applicable
- 2E Rates and Municipal Services Clearance Certificate/Lease agreement

Municipal Account or Lease of agreement for both Company and Directors as per the CIPC, proof of residence will be accepted from Tribal Authorities for both Company and Directors as per the CIPC.

- 2F Audited Financials for the past 3 years
- 2G Particulars of any contracts awarded by an organ of state during the last 5 years
- 2H Bank Rating

- Invitation to Bid – MBD 1
- Pricing Schedule – MBD 3.1
- Pricing Schedule Non-Firm Prices – MBD 3.2
- Declaration of Interest MBD 4
- Declaration for Procurement above R 10 million (all applicable taxes included)
- Regulations 2022- MBD 6.1
- Contract Form = purchase of goods/ works – MBD 7.1
- Contract Form rendering of services – MBD 7.2
- Declaration of Tenderers past Supply Chain Management Practices – MBD 8
- Certificate of Independent Tender Determination - MBD 9
- Company Registration Certificate/Agreement/ID Document
- Contractors Health and Safety Plan
- Curriculum Vitae of Key Personnel and Certified Copies of Qualifications
- Preliminary Programme
- Contractors Health and Safety Declaration
- Form of Intent to Provide a Performance Guarantee
- Certified Identity document for Company and Directors
- Certified Certificate of Unemployment Insurance Certificate (Circular No 2B/2022 of the UIF states that the UIF certificate is no longer mandatory; however we will accept any form of valid proof that shows compliant status with the UIF Act.)
- CSD proof of registration with banking details
- LIC NQF LEVEL 7, 5 or 4

#### ELIMINATION CRITERIA

- Company/ CC/ Trust/ Partnership registration Certificate – **certified**
- Workman compensation Certificates (Letter of Good standing – **certified**)
- Original Bank Code C – Grading from Bank (Only A, B and C is acceptable) (**Only Lead Partner**)
- Joint Venture agreement and Power of attorney in case of Joint Ventures
- Municipal Accounts of Company and Directors not more than 30 days/lease agreement of tenderer (Municipal Accounts should not be owing for more than 90 days)
- Municipal Account or Lease of agreement for both Company and Directors as per the CIPC, proof of residence will be accepted from Tribal Authorities for both Company and Directors as per the CIPC.
- Registered on CSD (Central Supply Database)
- CIDB Certificate with grading applicable to this Tender – **certified**
- SARS Tax PIN – **certified**
- ID documents of directors/ owners/ Members/shareholders – **certified**
- VAT Registration Certificate (**Only Lead Partner**) – **certified**
- Certified Certificate of Unemployment Insurance Certificate (Circular No 2B/2022 of the UIF states that the UIF certificate is no longer mandatory; however we will accept any form of valid proof that shows compliant status with the UIF Act.)
- Updated Company Profile
- Contractors Health and Safety Plan
- 3–year audited financial statements
- For self-printing (downloads), printing in sectional colours as per the document will not be mandatory, therefore no disqualification in this regard
- A minimum of 20% Joint Venture will be required for the project with a local service provider within the Maquassi Hills Local Municipality

**NB: The above documents are applicable to both Leading and JV Partner in case of JV Partnerships**

## SCHEDULE A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

- |                                                                                        |                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                             | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Council Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                        | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                                    |
| <input type="checkbox"/> a member of the National Assembly or the National of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                              |
| <input type="checkbox"/> a member of the board of directors of any municipal entity    |                                                                                                                                                                                                                             |
| <input type="checkbox"/> an official of any municipality or municipal entity           |                                                                                                                                                                                                                             |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                                                                           |                                                                               | current                                     | Within last 12 months |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |

### Section 7: Record of spouses, children and parents in the service of the state

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

- |                                                                                        |                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                             | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Council Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                        | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                                    |
| <input type="checkbox"/> a member of the National Assembly or the National of Province |                                                                                                                                                                                                                             |
| <input type="checkbox"/> a member of the board of directors of any municipal entity    |                                                                                                                                                                                                                             |
| <input type="checkbox"/>                                                               |                                                                                                                                                                                                                             |
| <input type="checkbox"/>                                                               |                                                                                                                                                                                                                             |
| <input type="checkbox"/> an official of any municipality or municipal entity           | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                              |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|---------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                 |                                                                               | current                                     | Within last 12 months |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |

\* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

**SCHEDULE B: CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

|              |                  |                    |                      |                        |
|--------------|------------------|--------------------|----------------------|------------------------|
| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|              |                  |                    |                      |                        |

**A. Certificate for Company**

I, ....., chairperson of the board of directors of .....  
....., hereby confirm that by resolution of the board  
(copy attached) taken on ..... 20..., Mr/Ms .....  
acting in the capacity of ....., was authorized to sign all documents in  
connection with this tender for contract..... and any contract resulting from it on behalf of the  
company.

**As witnesses :**

1. ....

Chairman :

Date :

2. ....

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
..... hereby authorize Mr/Ms .....,  
acting in the capacity of .....to sign all documents in connection  
with the tender for Contract .....and any contract resulting from it on  
our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE :** This certificate is to be completed and signed by all of the key partners upon whom rests the  
direction of the affairs of the Partnership as a whole

**C. Certificate for Joint Venture**

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

This authorization is evidenced by the attached power of attorney signed by legally authorized  
signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME & CAPACITY |
|--------------|---------|-------------------------------------------|
| Lead partner |         |                                           |
|              |         |                                           |
|              |         |                                           |
|              |         |                                           |

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business trading as  
.....

**As witnesses:**

1. .... Signature : Sole owner : .....  
2. .... Date : .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms .....  
acting in the capacity of....., to sign all documents in connection with the tender for  
Contract ..... and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE:** This certificate is to be completed and signed by all of the key-partners upon who rests the  
direction of the affairs of the Partnership as a whole.

**SCHEDULE C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize 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 |         | <p><b>Signature</b> .....</p> <p><b>Name</b> .....</p> <p><b>Designation</b> .....</p> |
|              |         | <p><b>Signature</b> .....</p> <p><b>Name</b> .....</p> <p><b>Designation</b> .....</p> |
|              |         | <p><b>Signature</b> .....</p> <p><b>Name</b> .....</p> <p><b>Designation</b> .....</p> |

**NOTE:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**SCHEDULE D: 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. |      |                  |

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE E: PERSONNEL SCHEDULE**

| Job Description     | Non-Local | Local |
|---------------------|-----------|-------|
| Contract Manager    |           |       |
| Site Agent          |           |       |
| Quantity Surveyor   |           |       |
| Surveyors           |           |       |
| General Foreman     |           |       |
| Foremen             |           |       |
| Community Officers  |           |       |
| Clerks              |           |       |
| Operators           |           |       |
| Bricklayers         |           |       |
| Learner Bricklayers |           |       |
| Steel fixers        |           |       |
| Watchmen            |           |       |
| Pipe Layers         |           |       |
| Labourers           |           |       |
| * Other             |           |       |
| * Other             |           |       |
| * Other             |           |       |

\* To be filled in by Tenderer

Signed ..... Date .....

Name ..... Position .....

Tenderer ..... \_\_\_\_\_

**SCHEDULE F: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT**

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

(a) Details of major equipment that is owned by and immediately available for this contract.

| Quantity | Description, Size, Capacity, etc |
|----------|----------------------------------|
|          |                                  |

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

| Quantity | Description, Size, Capacity, etc |
|----------|----------------------------------|
|          |                                  |

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE G: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER**

The following is a statement of similar work successfully executed by myself/ourselves:

| Employer, contact person and telephone number | Description of Contract | Value of Work Inclusive of VAT (Rand) | Date Completed |
|-----------------------------------------------|-------------------------|---------------------------------------|----------------|
|                                               |                         |                                       |                |

Name .....

Position .....

**SCHEDULE H: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract.  
If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.  
If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

| No. | Name and Address of Proposed Subcontractor | Nature and Extent of Work | Previous Experience with Subcontractor |
|-----|--------------------------------------------|---------------------------|----------------------------------------|
| 1.  | N/A                                        | N/A                       | N/A                                    |
| 2.  |                                            |                           |                                        |
| 3.  |                                            |                           |                                        |
| 4.  |                                            |                           |                                        |
| 5.  |                                            |                           |                                        |
| 6.  |                                            |                           |                                        |
| 7.  |                                            |                           |                                        |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                                                                       |
|-----------------------------------------------------------------------|
| <b>SCHEDULE I: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</b> |
|-----------------------------------------------------------------------|

This is to certify that

..... (Tenderer)

of ..... (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (Location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |
|----------|-------|
| Capacity | ..... |
|----------|-------|

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |
|----------|-------|
| Capacity | ..... |
|----------|-------|

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |             |       |
|----------|-------|-------------|-------|
| Capacity | ..... | Date & Time | ..... |
|----------|-------|-------------|-------|

**SCHEDULE J: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

| Page | Clause or Item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE K: PREFERENTIAL PROCUREMENT SCHEDULE

Tenderers who wish to claim preference points in terms of Clause 3.11 of the Tender Data must complete the schedule and sign the Declaration at the end of the schedule. Failure on the part of the tenderer to fill in and/or to sign this schedule will be interpreted to mean that preference points are not claimed.

### A. POINTS FOR PREFERENTIAL PROCUREMENT

Tenderers who wish to claim points for this goal must complete the attached scorecard.

No points will be awarded if the total percentage score is less than 40 %.

For competitive bids / price quotations up to a Rand value of R50 million:

NB: The total score out of 100 % must be converted to a point out of a maximum of 10 points for preferential procurement. For competitive bids with a Rand value above R 50 million:

NB: The total score out of 100 % must be converted to a point out of a maximum of **20** points for preferential procurement.

### B. POINTS FOR LOCAL TENDERERS

#### B.1 Points Claimed

Points will be awarded as follows:

Tenderers operating from the jurisdiction of the Maquassi Hills Local Municipality may claim 15 points. From within the District the Tenderer may claim 10 points. Within the province the Tenderer may claim 8 points from beyond the Province.

|                        |   |       |
|------------------------|---|-------|
| <b>Points claimed:</b> | = | ..... |
|------------------------|---|-------|

The claim/award of points will be based on the information furnished in Section B2.

#### B.2 Declaration with regard to Locality

State full particulars of locality of enterprise as well as that of Head Office:

##### B.2.1 Address of head office of enterprise: Physical:

Postal: .....

Telephone: ..... Fax: .....

RSC levy payer's registration number: .....

NB: A Valid Levy Registration Certificate must be attached - refer Schedule 2E

##### B.2.2 Address of local enterprise within MAQUASSI HILLS LOCAL Municipality:

Physical: .....

Postal: .....

Telephone: ..... Fax: .....

RSC levy payers registration number:.....

B.2.3 Address of local enterprise within .....Municipality:

Physical: .....

Postal: .....

Telephone: ..... Fax: .....

RSC levy payer's registration number: .....

Failure by the Tenderer to provide the information in Section B2 will result in no preference points being awarded for this category.

**C. DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct.
- iii) If the claims are found to be incorrect, the employer may, in addition to any other remedy it may have -
  - a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - b) 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;

■ .....  
**WITNESSES**

SIGNATURE (S) OF TENDERER(S)

■ .....  
**WITNESSES**

DATE: .....

ADDRESS .....

.....  
.....

---

|                                                                               |
|-------------------------------------------------------------------------------|
| <b>SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB</b> |
|-------------------------------------------------------------------------------|

The Tenderer must attach to this page a copy of their CIDB Certificate.

---

|                                                     |
|-----------------------------------------------------|
| <b>SCHEDULE 2B: PROOF OF AUTHORITY OF SIGNATORY</b> |
|-----------------------------------------------------|

The Tenderer must attach to this page an original letter of proof of Authority of Signatory.

---

|                                                     |
|-----------------------------------------------------|
| <b>SCHEDULE 2C: VALID TAX CLEARANCE CERTIFICATE</b> |
|-----------------------------------------------------|

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

---

|                                                                  |
|------------------------------------------------------------------|
| <b>SCHEDULE 2D: JOINT VENTURE AGREEMENT (Only if applicable)</b> |
|------------------------------------------------------------------|

The Tenderer must attach to this page the Joint Venture agreement document, if applicable.

---

|                                            |
|--------------------------------------------|
| <b>SCHEDULE 2E: MUNICIPAL LEVY PAYMENT</b> |
|--------------------------------------------|

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies.

---

|                                                                 |
|-----------------------------------------------------------------|
| <b>SCHEDULE 2F: AUDITED FINANCIALS FOR THE PAST THREE YEARS</b> |
|-----------------------------------------------------------------|

The Tenderer must attach to this page a copy of the Audited Financial Statements.

---

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULE 2G: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF<br/>STATE DURING THE LAST FIVE YEARS</b> |
|--------------------------------------------------------------------------------------------------------------|

The Tenderer must attach to this page their  
particulars as requested.

---

|                                             |
|---------------------------------------------|
| <b>SCHEDULE 2H: CONTRACTOR BANK DETAILS</b> |
|---------------------------------------------|

The Tenderer must attach to this page their particulars as requested.

## PART A INVITATION TO BID

|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |                                                                                    |                                                  |                                                                          |                                                                                        |
| BID NUMBER:                                                                                           |                                                                                    | CLOSING DATE:                                    |                                                                          | CLOSING TIME:                                                                          |
| DESCRIPTION                                                                                           |                                                                                    |                                                  |                                                                          |                                                                                        |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |                                                                                    |                                                  |                                                                          |                                                                                        |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS                    |                                                                                    |                                                  |                                                                          |                                                                                        |
|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
|                                                                                                       |                                                                                    |                                                  |                                                                          |                                                                                        |
| <b>SUPPLIER INFORMATION</b>                                                                           |                                                                                    |                                                  |                                                                          |                                                                                        |
| NAME OF BIDDER                                                                                        |                                                                                    |                                                  |                                                                          |                                                                                        |
| POSTAL ADDRESS                                                                                        |                                                                                    |                                                  |                                                                          |                                                                                        |
| STREET ADDRESS                                                                                        |                                                                                    |                                                  |                                                                          |                                                                                        |
| TELEPHONE NUMBER                                                                                      | CODE                                                                               |                                                  | NUMBER                                                                   |                                                                                        |
| CELLPHONE NUMBER                                                                                      |                                                                                    |                                                  |                                                                          |                                                                                        |
| FACSIMILE NUMBER                                                                                      | CODE                                                                               |                                                  | NUMBER                                                                   |                                                                                        |
| E-MAIL ADDRESS                                                                                        |                                                                                    |                                                  |                                                                          |                                                                                        |
| VAT REGISTRATION NUMBER                                                                               |                                                                                    |                                                  |                                                                          |                                                                                        |
| TAX COMPLIANCE STATUS                                                                                 | TCS PIN:                                                                           |                                                  | OR                                                                       | CSD No:                                                                                |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |                                                  | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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                                                               |                                                                                    |                                                  |                                                                          |                                                                                        |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                |                                                                                    | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |                                                                          |                                                                                        |
| DEPARTMENT                                                                                            |                                                                                    |                                                  | CONTACT PERSON                                                           |                                                                                        |
| CONTACT PERSON                                                                                        |                                                                                    |                                                  | TELEPHONE NUMBER                                                         |                                                                                        |
| TELEPHONE NUMBER                                                                                      |                                                                                    |                                                  | FACSIMILE NUMBER                                                         |                                                                                        |
| FACSIMILE NUMBER                                                                                      |                                                                                    |                                                  | E-MAIL ADDRESS                                                           |                                                                                        |
| E-MAIL ADDRESS                                                                                        |                                                                                    |                                                  |                                                                          |                                                                                        |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                   |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                         |                                                          |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                      |                                                          |
| <b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                              |                                                          |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                             |                                                          |
| 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.                                                                                                 |                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                              |                                                          |
| 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: .....

**MBD 3.1**

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

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

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

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

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

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

- |   |                                                  |                                   |
|---|--------------------------------------------------|-----------------------------------|
| - | Required by:                                     | .....                             |
| - | At:                                              | .....                             |
| - | Brand and Model                                  | .....                             |
| - | Country of Origin                                | .....                             |
| - | Does the offer comply with the specification(s)? | *YES/NO                           |
| - | If not to specification, indicate deviation(s)   | .....                             |
| - | Period required for delivery.                    | .....<br>*Delivery: Firm/Not firm |
| - | Delivery basis                                   | .....                             |

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

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

\*Delete if not applicable

MBD 3.2

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

| ITEM<br>NO. | QUANTITY                                         | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|-------------|--------------------------------------------------|-------------|----------------------------------------------------------------|
| <hr/>       |                                                  |             |                                                                |
| -           | Required by:                                     | .....       |                                                                |
| -           | At:                                              | .....       |                                                                |
| -           | Brand and model                                  | .....       |                                                                |
| -           |                                                  | .....       |                                                                |
| -           | Country of origin                                | .....       |                                                                |
| -           | Does the offer comply with the specification(s)? |             | *YES/NO                                                        |
| -           | If not to specification, indicate deviation(s)   | .....       |                                                                |
| -           | Period required for delivery                     | .....       |                                                                |
| -           | Delivery:                                        |             | *Firm/Not firm                                                 |

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

\*Delete if not applicable

**MBD 3.2**

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

|                |   |                                                                                                                                               |
|----------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Pa             | = | The new escalated price to be calculated.                                                                                                     |
| (1-V) Pt       | = | 85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>                          |
| D1, D2..       | = | Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2 etc. must add up to 100% |
| R1t, R2t. ____ | = | Index figure obtained from new index (depends on the number of factors used).                                                                 |
| R1o, R2o       | = | Index figure at time of bidding.                                                                                                              |
| VPt            | = | 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.                    |

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| e.g. Labour, transport etc.) | ENTAGE OF BID PRICE |
|------------------------------|---------------------|
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |
|                              |                     |

**MBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--------------------------------------------|
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |

**MBD 4**

## DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number: .....

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

**3.6.1** If so, furnish particulars.

.....  
.....

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

\_\_\_\_\_

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

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

3.7.1 If so, furnish particulars.

.....  
.....

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

3.8.1 If so, furnish particulars.

YES / NO

.....  
.....

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

3.9.1 If so, furnish particulars

YES / NO

.....  
.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....  
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME ) \_\_\_\_\_

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**MBD 5**

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

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

**1 Are you by law required to prepare annual financial statements for auditing?**

**1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.**

.....  
.....

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

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

**2.2 If yes, provide particulars.**

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

**\* Delete if not applicable**

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

**4 \*YES / NO**

**4.1 If yes, furnish particulars**

.....  
.....

**\*YES / NO**

- 
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? \*YES / NO

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

a) ~~The applicable preference point system for this tender is the 90/10 preference points system.~~

b) The applicable preference point system for this tender is the **80/20** preference points system.

c) Either the ~~90/10~~ or **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

“**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;

(a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(c) “**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

(d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

80/20                      or                      90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Female                                                      |                                                                                   | 5                                                                                 |                                                                           |                                                                           |
| Youth                                                       |                                                                                   | 5                                                                                 |                                                                           |                                                                           |
| Disability                                                  |                                                                                   | 5                                                                                 |                                                                           |                                                                           |
| locally                                                     |                                                                                   | 5                                                                                 |                                                                           |                                                                           |
| Non-Compliant Contributor                                   |                                                                                   | 0                                                                                 |                                                                           |                                                                           |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

#### 4.5. 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]

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## 1. Points awarded for Specific Goals

### 1.1

| Specific Goals            | Number of points (80/20 system) |
|---------------------------|---------------------------------|
| Female                    | 5                               |
| Youth                     | 5                               |
| Disability                | 5                               |
| Locally                   | 5                               |
| Non-compliant contributor | 0                               |

MBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

.....

#### WITNESSES

1. ....

2. ....

DATE: .....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions  
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| 1. ITEM<br>NO. | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | 1. BRAND | DELIVERY<br>PERIOD | TOTAL<br>PREFERENCE<br>POINTS CLAIMED | POINTS<br>CLAIMED FOR<br>EACH<br>SPECIFIC<br>GOAL |
|----------------|------------------------------------------------|----------|--------------------|---------------------------------------|---------------------------------------------------|
|                |                                                |          |                    |                                       |                                                   |

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) \_\_\_\_\_  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM \_\_\_\_\_  
DATE \_\_\_\_\_

**WITNESSES**

1 .....

2 .....

DATE: .....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

| 3.1 | DESCRIPTION OF | PRICE (ALL                 | COMPLETION | TOTAL                     | POINTS                         |
|-----|----------------|----------------------------|------------|---------------------------|--------------------------------|
| 3.2 | SERVICE        | APPLICABLE TAXES INCLUDED) | DATE       | PREFERENCE POINTS CLAIMED | CLAIMED FOR EACH SPECIFIC GOAL |
|     |                |                            |            |                           |                                |

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

MBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

| 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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><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)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                |
| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No                             |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                |

**MBD 8**

|       |                                                                                                                                                                                                                |                                 |                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:                                                                                                                                                                                    |                                 |                                |

- 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. wilfully 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.

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME ) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js367bW

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

---

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 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.

<sup>3</sup> 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.

**MBD 9**

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  
Js9141w 4

.....  
Name of Bidder

PART C1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS

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|                     |                    |                    |                   |                    |                    |
|---------------------|--------------------|--------------------|-------------------|--------------------|--------------------|
| _____<br>Contractor | _____<br>Witness 1 | _____<br>Witness 2 | _____<br>Employer | _____<br>Witness 1 | _____<br>Witness 2 |
| _____               |                    |                    |                   |                    |                    |
| _____               |                    |                    |                   |                    |                    |

## C1.1: FORM OF OFFER AND ACCEPTANCE

### 1. OFFER

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

#### UPGRADING GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG.

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

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

The offered total of the prices inclusive of Value-Added Tax is  
.....  
.....  
..... Rand (in words); R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name \_\_\_\_\_ and signature

of witness .....

Date .....

### 2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 (5) working 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.<sup>1</sup>

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organization)

Name \_\_\_\_\_ and signature

of witness ..... Date .....

<sup>1</sup> As an alternative the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission 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.

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before 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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....
5. Subject .....  
Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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.

## C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

### PART 1: DATA PROVIDED BY THE EMPLOYER

| Clause          | Description                                                                                                                                                                                                                                                                                                                                                           |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.14<br>1.2.2 | The Employer is the <b>Maquassi Hills Local Municipality</b><br><br>The Employer's address for receipt of communications and notices is :<br><br>Telephone: (018)-596-3925 Facsimile: (018)-596-1555<br>Address (Postal): Private Bag X3 (Physical): 19 Kruger Street<br>Wolmaransstad Wolmaransstad<br>2630                                                          |
| 1.1.15<br>1.2.2 | The Engineer is <b>DITLOU CONSULTING</b><br><br>The Engineer's address for receipt of communications and notices is:<br><br>Office 19 East 202, Sanlynn Office Park, Corner Alkantrand & Lynnwood Road,<br>Lynnwood Manor.<br><br>Tel: 012 548 0196 Fax: 012 548 0298<br>E-mail: <a href="mailto:info@ditloucon.co.za">info@ditloucon.co.za</a>                       |
| 1.1.13          | The time for completing the works is <b>24 months</b> .                                                                                                                                                                                                                                                                                                               |
| 1.6 and 38      | The special non-working days are <b>public holidays, Sundays</b> and the <b>year-end break</b> . These days will be excluded from time calculations.                                                                                                                                                                                                                  |
| 1.6             | The year-end break commences on <b>11 December 2026</b> and ends <b>08 January 2027</b>                                                                                                                                                                                                                                                                               |
| 2.3             | The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:<br><br>a) The issuing of a variation order in terms of Clause 36.2.<br>b) Approval of extension of time in terms of Clause 42.2.<br>c) Approval of penalties in terms of Clause 43.1.<br>d) Approval to utilize the contingencies |
| 4.5.2           | Replace the term "Safety" with "Occupational Health and Safety"                                                                                                                                                                                                                                                                                                       |

| Clause                            | Description                                                                                                                                                                                                                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7                                 | The time to deliver the Deed of Guarantee is <b>14 days</b> of the Commencement Date<br>The Form of Guarantee is to contain the wording of the document included in C1.3.<br>The liability of the Guarantee shall be for <b>10 %</b> of the Tender Price.                                     |
| 10                                | The Contractor shall commence executing the Works within <b>14 days</b> of the Commencement Date.                                                                                                                                                                                             |
| 12.2                              | The Contractor shall deliver his programme of work within <b>14 days</b> of the Commencement Date.                                                                                                                                                                                            |
| 35.1.1.2.2                        | The value of the materials supplied by the Employer to be included in the insurance sum is <b>R0-00 (Nil)</b> .                                                                                                                                                                               |
| 35.1.1.2.3                        | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>14%</b> .                                                                                                                                                                       |
| 35.1.3                            | The limit of indemnity for the liability insurance required is <b>R10 million</b> .                                                                                                                                                                                                           |
| 37.2.2.3                          | The percentage allowance to cover overhead charges for work executed on a day-work basis is <b>25%</b>                                                                                                                                                                                        |
| 43.1                              | The penalty for failing to complete the Works is <b>0,05%</b> of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).                                                                                                                |
| 46.2                              | The Contract is a Fixed Price Contract:<br><b>Contract Price Adjustment will not apply to this contract</b>                                                                                                                                                                                   |
| 46.3                              | Price adjustments for variations in the costs of special materials will not apply to this contract. Refer Contract Data (Part 2).                                                                                                                                                             |
| 49.1.5                            | The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .                                                                                                                                                                                                   |
| 49.3                              | The percentage retention on the amounts due to the Contractor is <b>10 %</b> .                                                                                                                                                                                                                |
| 49.3                              | The limit of retention money is <b>10 %</b> of the Contract Price.<br>No interest will be paid on retention money                                                                                                                                                                             |
| 49.6                              | A Retention Money Guarantee is permitted. Replace the term "Bank" with "Bank or Insurance Company" in Clauses 49.6.1 to 49.6.3.                                                                                                                                                               |
| 51.5.3                            | Delete Clause 51.5.3 as retention monies shall not be halved at completion.                                                                                                                                                                                                                   |
| 53.1                              | The Defects Liability Period is <b>12 months</b> measured from the date of the Certificate of Completion.                                                                                                                                                                                     |
| 55.1.8                            | Replace subclause with:<br><br>The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.                                                |
| Additional Conditions of Contract | <b>EXTENSION OF TIME FOR ABNORMAL RAINFALL</b><br>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:<br><br>$V = (N_w - N_n) + \left( \frac{R_w - R_n}{X} \right)$<br>Where: |

| Clause            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Scope of Work, on which a rainfall of 10mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Scope of Work.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Scope of Work.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> |
| Additional Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                   | <p><b>Payment for the labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>1. Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.</p> <p>1.2 In this document</p> <p>(a) department means any department of the State, implementing agent or contractor;</p> <p>(b) means any department agency or contractor that hires workers to work in elementary occupations on an EPWP;</p> <p>© "worker" mean any person working elementary occupation on an EPWP;</p> <p>(d) "elementary occupation" means any occupation involving skilled work;</p> <p>(e) "management" means any person employed by a department or agency to administer or execute an EPWP;</p> <p>(f) "task" means a fixed quantity of work;</p> <p>(g) - paid performing a task;</p> <p>(h) - completed;</p> <p>(i) - means a worker paid length of time worked.</p> |
|  | <p><b>2. Terms of Work</b></p> <p>2.1 Workers on a EPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.</p> <p>2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b>3. Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work –</p> <p>(a) more than forty hours in any week</p> <p>(b) on more than five days in any week; and</p> <p>(c) for more than eight hours on any day.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                              |
|        | <p><b>4. Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>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.</p> <p>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.</p> |
|        | <p><b>5. Special Conditions for Security Guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p><b>6. Daily Rest Period</b></p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        | <p><b>7. Weekly Rest Period</b></p> <p>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")</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>8. Work on Sundays and Public Holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid</p> <p>(a) rate, less than four hours;<br/>double the worker's than four</p> <p>(b) hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | <p><b>9. Sick Leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>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.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>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__</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p> <p>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.</p> <p>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.</p> |
|        | <p><b>10. Maternity Leave</b></p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>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.</p> <p>10.5 A worker may begin maternity leave ;</p> <p>(a) four weeks before the expected date of birth; or</p> <p>(b) on an earlier date ;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(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</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p> <p>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.</p> <p>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 SPWP on which she was employed has ended.</p>                                                                                   |
|        | <p><b>11. Family responsibility leave</b></p> <p>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 :-</p> <p>(a) when the employee's child is born;</p> <p>(b) when the employee's child is sick;</p> <p>(c) in the event of a death of__</p> <p>(i) the employee's spouse or life partner;</p> <p>(ii) the employee's adoptive parent, grandparent, child, parent, child, grandchild or sibling.</p>                                                                                                                                                                                                                                                                                                     |
|        | <p><b>12. Statement of Conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment :-</p> <p>(a) the employer's name and address and the name of the SPWP;</p> <p>(b) the tasks or job that the worker is to perform; and</p> <p>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</p> <p>(d) the worker's rate of pay and how this is to be calculated;</p> <p>(e) the training that the worker will receive during the SPWP</p> <p>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.</p> <p>12.3. An employer must supply each worker with a copy of these conditions of employment.</p> |
|        | <p><b>13. Keeping Records</b></p> <p>13.1 Every employer must keep a written record of at least the following :__</p> <p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | <p><b>14. Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>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.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place :__</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing :__</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>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</p> <p>14.9 If a worker's employment owing terminated, the employer must pay all monies to that worker within one month of the termination of employment.</p> |
|        | <p><b>15. Deductions</b></p> <p>15.1 A employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>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.</p> <p>15.4 An employer may not require or allow a worker to :__</p> <ul style="list-style-type: none"> <li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</p> <p>(c) pay the employer or any other person for having been employed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | <p><b>16. Health and Safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must :</p> <p>(a) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(b) obey any health and safety instruction;</p> <p>(c) obey all health and safety rules of the SPWP;</p> <p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</p>                                                                                                                                                                                                                                                                                                                                             |
|        | <p><b>17. Compensation for Injuries and Diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>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.</p>                                                                                   |
|        | <p><b>18. Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>19. Certificate of Service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating—</p> <ul style="list-style-type: none"><li>(a) the worker's full name;</li><li>(b) the name and address of the employer;</li><li>(c) the SPWP on which the worker worked;</li><li>(d) the work performed by the worker;</li><li>(e) any training received by the worker as part of the SPWP;</li><li>(f) the period for which the worker worked on the SPWP;</li><li>(g) any other information agreed on by the employer and worker.</li></ul> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**C1.2 : CONTRACT DATA (PART 2)**

**PART 2: DATA PROVIDED BY THE CONTRACTOR.**

| Clause           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |      |               |       |       |       |       |       |       |       |       |       |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1.1.8            | The Contractor is..... <i>[Enter the Legal name of the Contractor].</i>                                                                                                                                                                                                                                                                                                                                                                                                      |                  |      |               |       |       |       |       |       |       |       |       |       |
| 1.2.2            | <p>The Contractor's address for receipt of communications and notices is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>                                                                                                                                                                                                                                            |                  |      |               |       |       |       |       |       |       |       |       |       |
| 37.2.2.3         | The percentage allowance to cover all overhead charges is .....                                                                                                                                                                                                                                                                                                                                                                                                              |                  |      |               |       |       |       |       |       |       |       |       |       |
| 42.1             | <p>The Works shall be completed in .....days/weeks/months *(delete one).</p> <p><i>[State the total number of days, weeks, months or years which must include the special non-working days and the year end break].</i></p> <p>The Works shall be completed for the portions set out in the Scope of Works for:</p> <p>Portion 1 within.....(To be completed by the Compiler)</p> <p>Portion 2 within .....</p> <p>The whole of the Works shall be complete within .....</p> |                  |      |               |       |       |       |       |       |       |       |       |       |
| 46.3             | <p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>                                                                                                                   | Type of Material | Unit | Rate or Price | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Type of Material | Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Rate or Price    |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | .....            |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | .....            |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | .....            |      |               |       |       |       |       |       |       |       |       |       |

### C1.3 : PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical" address:.....

"Employer" means:.....

"Contractor" means: .....

"Employer's Agent" 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: .....

Type of Performance Guarantee.....(Insert Variable or Fixed)

"Expiry Date" means.....(Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here

#### CONTRACT DETAILS

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

---

**1. VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the

Contract Sum:

R.....

(Amount in words .....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R .....

(Amount in words .....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

**2. FIXED PERFORMANCE GUARANTEE**

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

---

**3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

311 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;

312 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

321 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

322 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 3.2.1 and the sum certified has still not been paid;

323 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

331 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

332 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 3.3; and

333 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1

3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 3.12 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 .....

Date .....

Guarantor's signatory (1) .....

Capacity.....

---

Guarantor's signatory (2) .....

Capacity .....

Witness signatory ( 1 ) .....

Witness signatory (2) .....

## C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN: MAQUASSI

#### HILLS LOCAL MUNICIPALITY

#### (HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by \_\_\_\_\_  
in \_\_\_\_\_ his \_\_\_\_\_ capacity \_\_\_\_\_ as  
of the Municipality, he is being duly authorised thereto  
and

*(hereinafter referred to as the Mandatory)*

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Mandatory, he is being duly authorised thereto

#### WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of .....20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

---

## **NOW THEREFOR THE PARTIES AGREE AS FOLLOWS**

### **1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

### **2. ACKNOWLEDGEMENT BY THE MANDATARY**

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3. UNDERTAKING BY MANDATARY**

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

### **4. PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Maquassi Hills Local Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

### **5. FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

### **6. SCAFFOLDING, LADDERS, TOOLS, ETCETERA**

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

## **7. SERVICES AND WORKING METHODS**

The written permission of the Chief Executive/Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

## **8. EXCAVATIONS**

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

## **9. RESTRICTION TO WORKPLACE**

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

## **10. SUBCONTRACTORS**

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

## **11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Municipality is available for consultation, and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident, or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

## **12. FIRST AID**

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.  
All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

## **13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

## **14. COMPLETION OF WORK**

Before the mandatory or his sub-contractors leaves the site, they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

## **15. SALVAGED MATERIAL AND EQUIPMENT**

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

## **16. BREAKING OF THESE RULES AND POOR CONDUCT**

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations.

#### **17. INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

#### **18. CONFIDENTIALLY**

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

#### **19. INDEMNIFICATION BY THE MANDATORY**

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

#### **20. AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

#### **21. JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own Employer and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

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**PARTICULARS OF THE MANDATORY**

Name (Mandatory) \_\_\_\_\_

C.E.O. (Section 16(1)) \_\_\_\_\_

ID NO \_\_\_\_\_

Designation \_\_\_\_\_

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Tel number \_\_\_\_\_(h) \_\_\_\_\_(w) e-mail \_\_\_\_\_

Number of employees employed \_\_\_\_\_

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20

As witnesses:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE MANDATORY**

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20

As witnesses:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE MUNICIPALITY**

Acknowledgement of receipt of the agreement:

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**THE MANDATORY**

## **PART C2: PRICING DATA**

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## C2.1: PRICING INSTRUCTIONS

- Measurement and payment shall be in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020 Edition (COTO) referred to in the Scope of Work.
- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

|                      |   |                       |
|----------------------|---|-----------------------|
| %                    | = | percent               |
| h                    | = | hour                  |
| ha                   | = | hectare               |
| kg                   | = | kilogram              |
| kl                   | = | kiloliter             |
| km                   | = | kilometer             |
| km-pass              | = | kilometer-pass        |
| kPa                  | = | kilopascal            |
| kW                   | = | kilowatt              |
| ℓ                    | = | liter                 |
| m                    | = | meter                 |
| mm                   | = | millimeter            |
| m <sup>2</sup>       | = | square meter          |
| m <sup>2</sup> -pass | = | square meter-pass     |
| m <sup>3</sup>       | = | cubic meter           |
| m <sup>3</sup> .km   | = | cubic meter-kilometer |
| MN                   | = | mega newton           |
| MN.m                 | = | mega newton-meter     |
| MPa                  | = | megapascal            |
| No.                  | = | number                |
| Prov sum             | = | Provisional Sum       |
| PC sum               | = | Prime Cost Sum        |
| R/only               | = | rate only             |
| Sum                  | = | lump sum              |
| t                    | = | ton (1000 kg)         |
| W/day                | = | work day              |

- For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

**Unit:** The unit of measurement for each item of work as defined in the standard specifications for road and bridge works for state road authorities "COTO 2020 Edition"

**Quantity:** The number of units of work for each item.

**Rate:** The agreed payment per unit of measurement.

**Amount:** The product quantity and the agreed rate for an item.

**Lump sum:** An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 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.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).

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6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. 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 amounts tendered under such items.
8. 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.
9. 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 Bill of Quantities.
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. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the "COTO" as prepared by South African National Roads Agency Limited" and additional Project Specifications as per the Scope of Work.
12. 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 Work, is a variation 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.
13. 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.

|                                     |
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| <b>C2.2: SCHEDULE OF QUANTITIES</b> |
|-------------------------------------|

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                           | Unit     | Quantity | Rate          | Amount R      |
|-----------------------|-------------------------------------------------------------------------------------------------------|----------|----------|---------------|---------------|
| C1.2                  | GENERAL REQUIREMENTS AND PROVISIONS                                                                   |          |          |               |               |
| C1.2.1                | Environmental Management:                                                                             |          |          |               |               |
| C1.2.1.1              | Monitoring of compliance with and reporting on the EMP                                                | month    | 24.0     |               |               |
| C1.2.1.2              | Dedicated environmental officer (if specified in the Contract Documentation)                          | month    | 24.0     |               |               |
| C1.2.2                | Programming and Reporting:                                                                            |          |          |               |               |
| C1.2.2.1              | Submission of a Scheme 1 Programme                                                                    | lump sum | 1.0      |               |               |
| C1.2.2.2              | Reviewing and updating a Scheme 1 Programme                                                           | month    | 24.0     |               |               |
| C1.2.2.6              | Preparation and submission of all information and reports specified in the Contract Documentation     | month    | 24.0     |               |               |
| C1.2.4                | Stakeholder liaison                                                                                   | month    | 24.0     |               |               |
| C1.2.5                | Safety:                                                                                               |          |          |               |               |
| C1.2.5.1              | Health and safety plan                                                                                | lump sum | 1.0      |               |               |
| C1.2.5.2              | Implementation of health and safety plan                                                              | month    | 24.0     |               |               |
| C1.2.6                | Work adjacent to properties:                                                                          |          |          |               |               |
| C1.2.6.2              | Preventive and / or mitigation measures                                                               | prov sum | 1.0      | R40<br>000.00 | R40<br>000.00 |
| C1.2.6.3              | Handling cost, profit and all other charges in respect of item C1.2.6.2 (limited to a maximum of 10%) | %        |          |               |               |
| C1.2.8                | Dayworks:                                                                                             |          |          |               |               |
| C1.2.8.1              | Personnel:                                                                                            |          |          |               |               |
|                       | (a) Unskilled labourer                                                                                | h        | 1.0      |               | Rate Only     |
|                       | (b) Semi-skilled labourer                                                                             | h        | 1.0      |               | Rate Only     |
|                       | (c) Skilled labourer                                                                                  | h        | 1.0      |               | Rate Only     |
|                       | (d) Gang leader                                                                                       | h        | 1.0      |               | Rate Only     |
|                       | (e) Foreman                                                                                           | h        | 1.0      |               | Rate Only     |
|                       | (f) Skilled Artisan                                                                                   | h        | 1.0      |               | Rate Only     |
| Total Carried Forward |                                                                                                       |          |          |               |               |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                                                | Unit     | Quantity | Rate   | Amount R  |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------|----------|--------|-----------|
| Brought Forward                  |                                                                                                                            |          |          |        |           |
| C1.2.8.3                         | (a) Motor grader (CAT 140 G or similar)                                                                                    | h        | 1.0      |        | Rate Only |
|                                  | (b) Vibratory roller (Bomag BW 90)                                                                                         | h        | 1.0      |        | Rate Only |
|                                  | (c) Pneumatic roller                                                                                                       | h        | 1.0      |        | Rate Only |
|                                  | (d) Front end loader (0,5m3 bucket)                                                                                        | h        | 1.0      |        | Rate Only |
|                                  | (e) Tractor loader backhoe (43kW, 3 ton min.)                                                                              | h        | 1.0      |        | Rate Only |
|                                  | (f) Excavator                                                                                                              | h        | 1.0      |        | Rate Only |
|                                  | (g) Compressor                                                                                                             | h        | 1.0      |        | Rate Only |
|                                  | Vehicles:                                                                                                                  |          |          |        |           |
|                                  | (a) Light delivery vehicle                                                                                                 | km       | 1.0      |        | Rate Only |
|                                  | (b) Flatbed truck                                                                                                          | km       | 1.0      |        | Rate Only |
| C1.2.8.4                         | (c) Dump truck (3 to 5 ton capacity)                                                                                       | km       | 1.0      |        | Rate Only |
|                                  | Materials:                                                                                                                 |          |          |        |           |
|                                  | (a) Procurement of materials                                                                                               | prov sum | 1.0      | R1.00  | R1.00     |
|                                  | (b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a) (limited to a maximum of 10%) | %        | 1.00     | R10.00 | R0.10     |
| Total Carried Forward To Summary |                                                                                                                            |          |          |        |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                                                                                                                                                                                               | Unit | Quantity | Rate | Amount R |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|----------|
| C1.3                             | CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS                                                                                                                                                                                                                   |      |          |      |          |
| C1.3.1                           | <p>The Contractor's general obligations:</p> <p>The Contractor's general obligations should not exceed 15% of the tender sum (excluding the CPA, contingencies and VAT). The 15% will cover fixed obligations, value-related obligations and time-related obligations</p> | %    | 0.0      |      |          |
| Total Carried Forward To Summary |                                                                                                                                                                                                                                                                           |      |          |      |          |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                          | Unit           | Quantity | Rate           | Amount R       |
|-----------------------|----------------------------------------------------------------------------------------------------------------------|----------------|----------|----------------|----------------|
| Brought Forward       |                                                                                                                      |                |          |                |                |
| C1.4                  | FACILITIES FOR THE ENGINEER                                                                                          |                |          |                |                |
| C1.4.1                | Site accommodation:                                                                                                  |                |          |                |                |
| C1.4.1.1              | Offices and conference room                                                                                          | m <sup>2</sup> | 30.0     |                |                |
| C1.4.1.6              | Car ports                                                                                                            | No             | 4.0      |                |                |
| C1.4.1.7              | Ablution units                                                                                                       | No             | 4.0      |                |                |
| C1.4.1.13             | Rented housing paid for by the Contractor                                                                            | prov sum       | 1.0      | R120<br>000.00 | R120<br>000.00 |
| C1.4.1.14             | Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13 (limited to a maximum of 10%) | %              |          |                |                |
| C1.4.2                | Items measured by area:                                                                                              |                |          |                |                |
| C1.4.2.1              | Shelving as specified, complete with brackets                                                                        | m <sup>2</sup> | 1.0      |                |                |
| C1.4.2.3              | Work-benches with a wooden top                                                                                       | m <sup>2</sup> | 8.0      |                |                |
| C1.4.2.7              | Venetian blinds                                                                                                      | m <sup>2</sup> | 5.0      |                |                |
| C1.4.2.8              | Notice boards                                                                                                        | m <sup>2</sup> | 25.0     |                |                |
| C1.4.2.9              | White boards                                                                                                         | m <sup>2</sup> | 2.0      |                |                |
| C1.4.2.10             | Galvanised wire mesh fencing for store rooms                                                                         | m <sup>2</sup> | 1.0      |                |                |
| C1.4.2.11             | Galvanised wire mesh store room gate with a padlock                                                                  | m <sup>2</sup> | 1.0      |                |                |
| C1.4.3                | Items measured by number:                                                                                            |                |          |                |                |
| C1.4.3.1              | Office swivel chair                                                                                                  | No             | 1.0      |                |                |
| C1.4.3.2              | Office chair                                                                                                         | No             | 1.0      |                |                |
| C1.4.3.5              | Office desk with 3 drawers (at least one lockable drawer)                                                            | No             | 1.0      |                |                |
| C1.4.3.7              | Drawing table                                                                                                        | No             | 1.0      |                |                |
| C1.4.3.8              | Conference table                                                                                                     | No             | 1.0      |                |                |
| C1.4.3.10             | Filing cabinet                                                                                                       | No             | 1.0      |                |                |
| C1.4.3.11             | General purpose steel cabinet with shelves                                                                           | No             | 1.0      |                |                |
| C1.4.3.12             | Wall mounted pivot plan filing system                                                                                | No             | 1.0      |                |                |
| C1.4.3.13             | 220 / 250 volt power outlet plug point                                                                               | No             | 1.0      |                |                |
| Total Carried Forward |                                                                                                                      |                |          |                |                |

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| Item                  | Description                                                                                              | Unit   | Quantity | Rate          | Amount R      |
|-----------------------|----------------------------------------------------------------------------------------------------------|--------|----------|---------------|---------------|
| Brought Forward       |                                                                                                          |        |          |               |               |
| C1.4.3.14             | 400 / 231 volt 3-phase power outlet plug point                                                           | No     | 2.0      |               |               |
| C1.4.3.15             | Single 1 500 mm, 58 watt fluorescent tube ceiling light                                                  | No     | 3.0      |               |               |
| C1.4.3.17             | 11 watt compact fluorescent bulb ceiling light                                                           | No     | 1.0      |               |               |
| C1.4.3.18             | 7 watt LED bulb ceiling light                                                                            | No     | 1.0      |               |               |
| C1.4.3.19             | Wash-hand basin                                                                                          | No     | 2.0      |               |               |
| C1.4.3.23             | Fire extinguisher 9,0 kg, dry powder type                                                                | No     | 2.0      |               |               |
| C1.4.3.24             | Air-conditioning unit                                                                                    | No     | 2.0      |               |               |
| C1.4.3.25             | Heater                                                                                                   | No     | 1.0      |               |               |
| C1.4.3.27             | Waste paper basket                                                                                       | No     | 2.0      |               |               |
| C1.4.3.28             | UPS / Voltage stabiliser                                                                                 | No     | 2.0      |               |               |
| C1.4.3.29             | A3 / A4 colour printer, copier, scanner                                                                  | No     | 1.0      |               |               |
| C1.4.3.31             | Rain gauge                                                                                               | No     | 2.0      |               |               |
| C1.4.3.32             | Minimum / maximum atmospheric temperature gauge                                                          | No     | 1.0      |               |               |
| C1.4.3.33             | Digital thermometer                                                                                      | No     | 1.0      |               |               |
| C1.4.3.35             | 3,0 m aluminium straight edge complete with two measuring wedges                                         | No     | 1.0      |               |               |
| C1.4.3.36             | Measuring wheel                                                                                          | No     | 1.0      |               |               |
| C1.4.3.37             | First aid kit                                                                                            | No     | 2.0      |               |               |
| C1.4.3.38             | Standpipe complete with 30 m of 19 mm dia. heavy duty hose pipe                                          | No     | 1.0      |               |               |
| C1.4.4                | Prime cost items:                                                                                        |        |          |               |               |
| C1.4.4.1              | Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration | PC sum | 1.0      | R12<br>000.00 | R12<br>000.00 |
| C1.4.4.2              | Handling costs and profit in respect of item C1.4.4.1 (limited to a maximum of 10%)                      | %      |          |               |               |
| C1.4.4.5              | The provision of internet connectivity and WiFi data for Engineer's site staff                           | PC sum | 1.0      | R15<br>000.00 | R15<br>000.00 |
| Total Carried Forward |                                                                                                          |        |          |               |               |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                                                                                                  | Unit     | Quantity | Rate          | Amount R      |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------------|---------------|
| Brought Forward                  |                                                                                                                                                                              |          |          |               |               |
| C1.4.4.7                         | The provision of paper and ink for a combination colour printer / copier / scanner                                                                                           | PC sum   | 1.0      | R10<br>000.00 | R10<br>000.00 |
| C1.4.4.8                         | Handling costs and profit in respect of item C1.4.4.7 (limited to a maximum of 10%)                                                                                          | %        |          |               |               |
| C1.4.4.11                        | The provision of a complete 440 / 231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc. | PC sum   | 1.0      | R15<br>000.00 | R15<br>000.00 |
| C1.4.4.12                        | Handling costs and profit in respect of item C1.4.4.11 (limited to a maximum of 10%)                                                                                         | %        |          |               |               |
| C1.4.4.13                        | Provision of a 440 / 231 volt three phase electricity generator if electricity from a power supply authority is not available on site                                        | PC sum   | 1.0      | R15<br>000.00 | R15<br>000.00 |
| C1.4.4.14                        | Handling costs and profit in respect of item C1.4.4.13 (limited to a maximum of 10%)                                                                                         | %        |          |               |               |
| C1.4.5                           | Services at site offices, laboratories and site accommodation:                                                                                                               |          |          |               |               |
| C1.4.5.1                         | Fixed costs                                                                                                                                                                  | lump sum | 1.0      |               |               |
| C1.4.5.2                         | Running costs                                                                                                                                                                | month    | 24.0     |               |               |
| C1.4.6                           | Office staff:                                                                                                                                                                |          |          |               |               |
| C1.4.6.2                         | Technical assistant                                                                                                                                                          | month    | 24.0     |               |               |
| C1.4.7                           |                                                                                                                                                                              |          |          |               |               |
| C1.4.7.2                         | Travel on site                                                                                                                                                               | km       | 1.0      |               |               |
| C1.4.8                           | Site security measures for the Engineer's facilities:                                                                                                                        |          |          |               |               |
| C1.4.8.1                         | Supply and installation of all required security measures at the Engineer's site offices and laboratories                                                                    | lump sum | 1.0      |               |               |
| C1.4.8.2                         | Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories                                                        | month    | 24.0     |               |               |
| Total Carried Forward To Summary |                                                                                                                                                                              |          |          |               |               |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                         | Unit           | Quantity | Rate | Amount R |
|-----------------------|---------------------------------------------------------------------|----------------|----------|------|----------|
| C1.5                  | ACCOMMODATION OF TRAFFIC                                            |                |          |      |          |
| C1.5.1                | Accommodation of pedestrian and non-motorised traffic:              |                |          |      |          |
| C.1.5.1.1             | Accommodation of pedestrian and non-motorised traffic               | month          | 1.0      |      |          |
| C.1.5.1.2             | Construction of temporary pedestrian walkways and / or cycle paths: |                |          |      |          |
|                       | (a) Gravel surfaced pedestrian walkways / cycle paths               | m <sup>2</sup> | 1 408.0  |      |          |
| C1.5.2                | Accommodation of vehicular traffic                                  | month          | 2.0      |      |          |
| C1.5.3                | Liaison with traffic authorities                                    | month          | 24.0     |      |          |
| C1.5.4                | Construction of temporary deviations                                |                |          |      |          |
| C1.5.5                | Maintenance of temporary deviations:                                |                |          |      |          |
| C1.5.5.1              | Grass cutting                                                       | ha             | 1.1      |      |          |
| C1 5.5.2              | Drain cleaning                                                      | km             | 1.0      |      |          |
| C1.5.5.3              | Cleaning out culverts                                               | m <sup>3</sup> | 25.0     |      |          |
| C1.5.5.4              | Collection of rubbish / litter                                      | km             | 11.0     |      |          |
| C1.5.5.9              | Grading of temporary deviations and existing roads used as detours  | km             | 2.0      |      |          |
| C1.5.5.10             | Watering of temporary deviations and existing roads used as detours | kℓ             | 500.0    |      |          |
| C1.5.6                | Removal of temporary deviations                                     | km             | 1.6      |      |          |
| C1.5.7                | Temporary traffic control facilities:                               |                |          |      |          |
| C1.5.7.1              | Delineators including mounting bases and ballast:                   |                |          |      |          |
|                       | (a) Single sided, reversible left or right (size indicated)         | No             | 160.0    |      |          |
|                       | (b) Double sided, reversible left or right (size indicated)         | No             | 80.0     |      |          |
| C1.5.7.2              | Traffic cones, minimum height 750 mm                                | No             | 10.0     |      |          |
| C1.5.7.3              | Flagmen                                                             | man-shift      | 1 044.0  |      |          |
| C1.5.7.4              | Traffic controllers                                                 | man-shift      | 522.0    |      |          |
| Total Carried Forward |                                                                     |                |          |      |          |

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LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                       | Unit      | Quantity | Rate | Amount R |
|----------------------------------|-------------------------------------------------------------------|-----------|----------|------|----------|
| Brought Forward                  |                                                                   |           |          |      |          |
| C1.5.7.5                         | Provision of illuminated traffic signs:                           |           |          |      |          |
|                                  | (c) Illuminated road sign – R & TR series (diameter indicated)    | No        | 25.0     |      |          |
|                                  | (d) Illuminated road sign – TW series (length of sides indicated) | No        | 25.0     |      |          |
| C1.5.7.6                         | Maintenance of illuminated traffic signs:                         |           |          |      |          |
|                                  | (c) Illuminated road sign – R & TR series (diameter indicated)    | month     | 24.0     |      |          |
|                                  | (d) Illuminated road sign – TW series (length of sides indicated) | month     | 24.0     |      |          |
| C1.5.7.7                         | Traffic calming devices:                                          |           |          |      |          |
|                                  | (a) 25 mm high x 100 mm wide asphalt rumble strips                | m         | 10.0     |      |          |
|                                  | (b) 50 mm high x 500 m wide asphalt rumble strips                 | m         | 10.0     |      |          |
| C1.5.8                           | Traffic safety officer                                            | man-month | 1.0      |      |          |
| C1.5.9                           | Traffic safety vehicle                                            | month     | 1.0      |      |          |
| C1.5.11                          | Provision of safety equipment for visitors                        |           |          |      |          |
| C1.5.11.1                        | Provision of reflective safety vests for visitors                 | No        | 20.0     |      |          |
| C1.5.11.2                        | Provision of hard hats for visitors                               | No        | 20.0     |      |          |
| Total Carried Forward To Summary |                                                                   |           |          |      |          |

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| Item                             | Description                                                                                            | Unit           | Quantity | Rate          | Amount R      |
|----------------------------------|--------------------------------------------------------------------------------------------------------|----------------|----------|---------------|---------------|
| C1.6                             | CLEARING AND GRUBBING                                                                                  |                |          |               |               |
| C1.6.1                           | Clearing:                                                                                              |                |          |               |               |
| C1.6.1.1                         | Clearing with machines and some hand labour where necessary                                            | ha             | 1.6      |               |               |
| C1.6.1.4                         | Clearing for service trenches (over the agreed width required)                                         | m <sup>2</sup> | 160.0    |               |               |
| C1.6.2                           | Grubbing:                                                                                              |                |          |               |               |
| C1.6.2.1                         | Grubbing with machines and some hand labour where necessary                                            | ha             | 1.6      |               |               |
| C1.6.2.4                         | Grubbing by hand for service trenches (over the agreed width required)                                 | m <sup>2</sup> | 160.0    |               |               |
| C1.6.10                          | Disposal of hazardous waste material:                                                                  |                |          |               |               |
| C1.6.10.1                        | Disposal of hazardous waste material at an approved hazardous waste material facility                  | prov sum       | 1.0      | R20<br>000.00 | R20<br>000.00 |
| C1.6.10.2                        | Handling cost, profit and all other charges in respect of item C1.6.10.1 (limited to a maximum of 10%) | %              |          |               |               |
| Total Carried Forward To Summary |                                                                                                        |                |          |               |               |

| Item | Description | Unit | Quantity | Rate | Amount R |
|------|-------------|------|----------|------|----------|
|------|-------------|------|----------|------|----------|

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|                                  |                                                                                              |                    |     |  |  |
|----------------------------------|----------------------------------------------------------------------------------------------|--------------------|-----|--|--|
| C1.7                             | LOADING AND HAULING                                                                          |                    |     |  |  |
| C1.7.1                           | Loading:                                                                                     |                    |     |  |  |
| C1.7.1.1                         | Loading from stockpile using machines and some hand labour where necessary                   | m <sup>3</sup>     | 1.0 |  |  |
| C1.7.1.2                         | Loading from heaps or windrows using machines and some hand labour where necessary           | m <sup>3</sup>     | 1.0 |  |  |
| C1.7.2                           | Hauling:                                                                                     |                    |     |  |  |
| C1.7.2.1                         | Hauling material for use in the Works and off-loading it on the site of the Works:           |                    |     |  |  |
|                                  | (a) Soil, gravel, crushed stone and pavement layer material                                  | m <sup>3</sup> -km | 4.0 |  |  |
|                                  | (b) Boulders and hard material                                                               | m <sup>3</sup> -km | 0.8 |  |  |
| C1.7.2.2                         | Hauling material to spoil and off-loading it at a designated spoil area:                     |                    |     |  |  |
|                                  | (a) Cleared and grubbed material (organic matter and all other unsuitable or waste material) | m <sup>3</sup> -km | 0.8 |  |  |
|                                  | (b) Soil and gravel material                                                                 | m <sup>3</sup> -km | 1.0 |  |  |
|                                  | (c) Boulders and hard material                                                               | m <sup>3</sup> -km | 1.0 |  |  |
| Total Carried Forward To Summary |                                                                                              |                    |     |  |  |

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| Item                  | Description                                                                               | Unit           | Quantity | Rate          | Amount R      |
|-----------------------|-------------------------------------------------------------------------------------------|----------------|----------|---------------|---------------|
| C2.1                  | GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES                                           |                |          |               |               |
| C2.1.1                | Location, identification, protection and relocation of existing services:                 |                |          |               |               |
| C2.1.1.1              | Contractor's obligations                                                                  | lump sum       | 1.0      |               |               |
| C2.1.1.2              | Permanent services relocation or protection work by others                                | PC sum         | 1.0      | R10<br>000.00 | R10<br>000.00 |
| C2.1.1.3              | Handling costs and profit in respect of item C2.1.1.2 above (limited to a maximum of 10%) | %              |          |               |               |
| C2.1.1.4              | Permanent services relocation or protection work by the Contractor                        | prov sum       | 1.0      | R10<br>000.00 | R10<br>000.00 |
| C2.1.2                | Existing services location, detection and verification:                                   |                |          |               |               |
| C2.1.2.1              | Using specialist detection services (ground penetrating radar, radio detection, etc.)     | PC sum         | 1.0      | R50<br>000.00 | R50<br>000.00 |
| C2.1.2.2              | Handling costs and profit in respect of item C2.1.2.1 above (limited to a maximum of 10%) | %              |          |               |               |
| C2.1.2.3              | Survey to verify existing service positions                                               | PC sum         | 1.0      | R50<br>000.00 | R50<br>000.00 |
| C2.1.2.4              | Handling costs and profit in respect of item C2.1.2.3 above (limited to a maximum of 10%) | %              |          |               |               |
| C2.1.2.5              | Using hand excavation to locate, expose and verify services                               | m <sup>3</sup> | 74.0     |               |               |
| C2.1.3                | Obtaining construction or work permits                                                    | lump sum       | 1.0      |               |               |
| C2.1.4                | Provision of guarantees or deposits for services:                                         |                |          |               |               |
| C2.1.4.1              | Providing guarantees and deposits                                                         | PC sum         | 1.0      | R25<br>000.00 | R25<br>000.00 |
| C2.1.4.2              | Handling costs and profit in respect of item C2.1.4.1 above (limited to a maximum of 10%) | %              |          |               |               |
| Total Carried Forward |                                                                                           |                |          |               |               |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                       | Unit           | Quantity | Rate | Amount R |
|-----------------------|---------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward       |                                                                                                   |                |          |      |          |
| C2.1.6                | Trench excavation (in soft material):                                                             |                |          |      |          |
| C2.1.6.1              | Trenches up to 1,0 m wide:                                                                        |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                                              | m <sup>3</sup> | 59.2     |      |          |
|                       | (b) Over 1,0 m and up to 2,0 m deep                                                               | m <sup>3</sup> | 1.0      |      |          |
|                       | (c) Over 2,0 m deep, etc. to be inserted, increased by additional 1,0 m depths as required        | m <sup>3</sup> | 14.8     |      |          |
| C2.1.6.2              | Trenches over 1,0 m and up to 2,0 m wide:                                                         |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                                              | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 2,0 m deep                                                               | m <sup>3</sup> | 1.0      |      |          |
|                       | (c) Over 2,0 m deep, etc., increased by additional 1,0 m depths as required                       | m <sup>3</sup> | 1.0      |      |          |
| C2.1.6.3              | Trenches over 2,0 m wide and up to 3,0 m, etc., increased by additional 1,0 m widths as required: |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                                              | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 2,0 m deep                                                               | m <sup>3</sup> | 1.0      |      |          |
|                       | (c) Over 2,0 m deep, etc., increased by additional 1,0 m depths as required                       | m <sup>3</sup> | 1.0      |      |          |
| C2.1.7                | Extra over items C2.1.6, C2.1.8 and C2.1.16 for excavating in:                                    |                |          |      |          |
| C2.1.7.1              | Hard material irrespective of depth                                                               | m <sup>3</sup> | 24.0     |      |          |
| C2.1.7.2              | Stabilised material irrespective of depth                                                         | m <sup>3</sup> | 24.0     |      |          |
| C2.1.8                | Excavations outside the normal trench profile                                                     | m <sup>3</sup> | 1.0      |      |          |
| Total Carried Forward |                                                                                                   |                |          |      |          |

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| Item                  | Description                                                          | Unit           | Quantity | Rate | Amount R |
|-----------------------|----------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward       |                                                                      |                |          |      |          |
| C2.1.9                | Trench excavation using labour enhanced construction methods:        |                |          |      |          |
| C2.1.9.1              | Trenches up to 1,0 m wide (in soft material):                        |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                 | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 1,5 m deep                                  | m <sup>3</sup> | 1.0      |      |          |
| C2.1.9.2              | Trenches over 1,0 m and up to 2,0 m wide (in soft material):         |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                 | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 1,5 m deep                                  | m <sup>3</sup> | 1.0      |      |          |
| C2.1.9.3              | Trenches up to 1,0 m wide (in intermediate material):                |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                 | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 1,5 m deep                                  | m <sup>3</sup> | 1.0      |      |          |
| C2.1.9.4              | Trenches over 1,0 m and up to 2,0 m wide (in intermediate material): |                |          |      |          |
|                       | (a) Up to 1,0 m deep                                                 | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Over 1,0 m and up to 1,5 m deep                                  | m <sup>3</sup> | 1.0      |      |          |
| C2.1.10               | Excavation in tunnels exceeding 3,0 m in length in:                  |                |          |      |          |
| C2.1.10.1             | Soft material                                                        | m <sup>3</sup> | 1.0      |      |          |
| C2.1.10.2             | Hard material                                                        | m <sup>3</sup> | 1.0      |      |          |
| C2.1.11               | Backfilling of trenches:                                             |                |          |      |          |
| Total Carried Forward |                                                                      |                |          |      |          |

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| Item                  | Description                                                                                                                                                         | Unit           | Quantity | Rate | Amount R |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward       |                                                                                                                                                                     |                |          |      |          |
| C2.1.11.1             | Backfill compacted to 93 % (100 % for sand) of MDD (areas subject to traffic loads) using material:                                                                 |                |          |      |          |
|                       | (a) From the excavated trench material                                                                                                                              | m <sup>3</sup> | 74.0     |      |          |
|                       | (b) From other excavations on Site                                                                                                                                  | m <sup>3</sup> | 1.0      |      |          |
|                       | (d) From sources provided by the Contractor                                                                                                                         | m <sup>3</sup> | 1.0      |      |          |
|                       | (e) From commercial sources (state material type)                                                                                                                   | m <sup>3</sup> | 1.0      |      |          |
| C2.1.11.2             | Backfill compacted to 90 % (100 % for sand) of MDD or complying with the DCP requirements of Clause A2.1.8.2c) (areas not subject to traffic loads) using material: |                |          |      |          |
|                       | (a) From the excavated trench material                                                                                                                              | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) From other excavations on Site                                                                                                                                  | m <sup>3</sup> | 1.0      |      |          |
|                       | (d) From sources provided by the Contractor                                                                                                                         | m <sup>3</sup> | 1.0      |      |          |
|                       | (e) From commercial sources (state material type)                                                                                                                   | m <sup>3</sup> | 1.0      |      |          |
| C2.1.12               | Backfilling additional excavations in trench floors due to poor founding conditions using:                                                                          | m <sup>2</sup> | 1.0      |      |          |
| C2.1.12.1             | Geotextile ( Kaymat Type A4 or similar (subsurface drainage))                                                                                                       | m <sup>2</sup> | 1.0      |      |          |
| C2.1.12.2             | Concrete aggregate (37,5 mm aggregate size)                                                                                                                         | m <sup>3</sup> | 1.0      |      |          |
| C2.1.12.3             | Concrete (Class 25/19 concrete)                                                                                                                                     | m <sup>3</sup> | 1.0      |      |          |
| C2.1.13               | Extra over item C2.1.11 for backfilling with soil cement or stabilised material:                                                                                    |                |          |      |          |
| C2.1.13.1             | Backfilling trenches using soil cement using Portland cement, 5% of the dry mass                                                                                    | m <sup>3</sup> | 1.0      |      |          |
| C2.1.13.2             | Backfilling trenches using stabilised (G7) material compacted to 93 % of MDD                                                                                        | m <sup>3</sup> | 1.0      |      |          |
| C2.1.13.4             | Cement (CEM II/A-V 32,5 or similar approved)                                                                                                                        | kg             | 1.0      |      |          |
| C2.1.14               | Extra over items C2.1.11, C2.1.12 and C2.1.13 for additional compaction of backfill:                                                                                |                |          |      |          |
| Total Carried Forward |                                                                                                                                                                     |                |          |      |          |

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| Item                  | Description                                                                                                                                   | Unit           | Quantity | Rate | Amount R |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward       |                                                                                                                                               |                |          |      |          |
| C2.1.14.1             | Compaction increased from 90 % of MDD to 93 % of MDD                                                                                          | m <sup>3</sup> | 1.0      |      |          |
| C2.1.14.2             | Compaction increased from 93 % of MDD to 95 % of MDD                                                                                          | m <sup>3</sup> | 74.0     |      |          |
| C2.1.14.3             | Compaction increased from 95 % of MDD to 98 % of MDD                                                                                          | m <sup>3</sup> | 1.0      |      |          |
| C2.1.15               | Stone packing:                                                                                                                                |                |          |      |          |
| C2.1.15.1             | In bolsters                                                                                                                                   | m <sup>3</sup> | 100.0    |      |          |
| C2.1.16               | Subsurface drains in trench bottoms (Contract Documentation reference or drawing                                                              | m              | 100.0    |      |          |
| C2.1.17               | Removal and disposal of spoil material from trench excavations:                                                                               |                |          |      |          |
| C2.1.17.1             | To spoil sites provided by the Employer as indicated in the Contract Documentation or as instructed by the Engineer                           | m <sup>3</sup> | 1.0      |      |          |
| C2.1.17.2             | To spoil sites or dumping areas provided by the Contractor                                                                                    | m <sup>3</sup> | 1.0      |      |          |
| C2.1.18               | Timbering, strutting and shoring:                                                                                                             |                |          |      |          |
| C2.1.18.1             | Timbering, strutting and shoring left in excavations                                                                                          | m <sup>2</sup> | 1.0      |      |          |
| C2.1.18.2             | Timbering, strutting and shoring opposite a structure or service (state reference in Contract Documentation or indicate drawing number, etc.) | m              | 1.0      |      |          |
| C2.1.19               | Dealing with water during services work:                                                                                                      |                |          |      |          |
| C2.1.19.1             | Dealing with surface water                                                                                                                    | lump sum       | 1.0      |      |          |
| C2.1.19.2             | Dealing with subsurface water                                                                                                                 | lump sum       | 1.0      |      |          |
| C2.1.21.2             | Geofabric bags                                                                                                                                | No             | 1.0      |      |          |
| C2.1.22               | Existing services that intersect or adjoin a trench:                                                                                          |                |          |      |          |
| C2.1.22.1             | Services that intersect a trench (angles between centre-lines in plan 45° to 90°):                                                            |                |          |      |          |
|                       | (a) Electric and fibre cables                                                                                                                 | No             | 1.0      |      |          |
| Total Carried Forward |                                                                                                                                               |                |          |      |          |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                             | Unit | Quantity | Rate | Amount R |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|----------|
| Brought Forward       |                                                                                                                                         |      |          |      |          |
|                       | (b) Water and sewer mains (All sizes)                                                                                                   | No   | 6.4      |      |          |
|                       | (c) Stormwater pipes (All sizes)                                                                                                        | No   | 1.0      |      |          |
| C2.1.22.2             | Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45°):                               |      |          |      |          |
|                       | (a) Electric and fibre cables                                                                                                           | m    | 1.0      |      |          |
|                       | (b) Water and sewer mains (All sizes)                                                                                                   | m    | 1.0      |      |          |
|                       | (c) Stormwater pipes (All sizes)                                                                                                        | m    | 1.0      |      |          |
| C2.1.23               | Reinstatement of trenches in existing surfaced roads using:                                                                             |      |          |      |          |
| C2.1.23.1             | Selected material (150mm G5/G6, commercial) compacted to 93 % of MDD                                                                    | m³   | 1.0      |      |          |
| C2.1.23.2             | Subbase material (150mm. G5/G6, commercial) compacted to 95% of MDD                                                                     | m³   | 1.0      |      |          |
| C2.1.23.3             | Stabilised subbase material (150mm C4, commercial) using (2.5% of Cement (CEM II/A-V 32,5 or similar approved)) compacted to 95% of MDD | m³   | 1.0      |      |          |
| C2.1.23.4             | Base material (150mm G2, commercial) compacted to 102% of MDD                                                                           | m³   | 1.0      |      |          |
| C2.1.24.2             | Saw-cutting concrete to an average depth:                                                                                               |      |          |      |          |
|                       | (a) Not exceeding 50 mm                                                                                                                 | m²   | 1.0      |      |          |
|                       | (b) Exceeding 50 mm but not exceeding 100 mm                                                                                            | m²   | 1.0      |      |          |
|                       | (c) Exceeding 100 mm but not exceeding 150 mm                                                                                           | m²   | 1.0      |      |          |
| C2.1.25               | Removal of existing services:                                                                                                           |      |          |      |          |
| C2.1.25.1             | 0-200mm dia water and sewer pipes irrelevant of depth                                                                                   | m    | 1.0      |      |          |
| C2.1.25.2             | 300-900mm dia stormwater pipes irrelevant of depth                                                                                      | m    | 1.0      |      |          |
| C2.1.25.3             | 10 - 200mm dia cables and service ducts irrelevant of depth                                                                             | m    | 1.0      |      |          |
| C2.1.26               | Disposal of existing service materials:                                                                                                 |      |          |      |          |
| C2.1.26.1             | 0-200mm dia water and sewer pipes irrelevant of depth                                                                                   | m    | 1.0      |      |          |
| C2.1.26.2             | 300-900mm dia stormwater pipes irrelevant of depth                                                                                      | m    | 1.0      |      |          |
| Total Carried Forward |                                                                                                                                         |      |          |      |          |

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| Item                             | Description                                                                                  | Unit           | Quantity | Rate | Amount R |
|----------------------------------|----------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward                  |                                                                                              |                |          |      |          |
| C2.1.27                          | Demolition of existing manholes, access chambers and other service structures consisting of: |                |          |      |          |
| C2.1.27.1                        | Unreinforced concrete                                                                        | m <sup>3</sup> | 1.0      |      |          |
| C2.1.27.2                        | Reinforced concrete                                                                          | m <sup>3</sup> | 1.0      |      |          |
| C2.1.27.3                        | Masonry                                                                                      | m <sup>3</sup> | 1.0      |      |          |
| Total Carried Forward To Summary |                                                                                              |                |          |      |          |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                    | Unit           | Quantity | Rate | Amount R |
|-----------------------|------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| C3.2                  | CULVERTS                                                                                       |                |          |      |          |
| C3.2.1                | Excavation for culvert structures:                                                             |                |          |      |          |
| C3.2.1.1              | Excavating in all material situated within the following depth ranges below the surface level: |                |          |      |          |
|                       | (a) 0 m to 1,5 m                                                                               | m <sup>3</sup> | 5 632.2  |      |          |
|                       | (b) Exceeding 1,5 m and up to 3,0 m                                                            | m <sup>3</sup> | 4 629.3  |      |          |
|                       | (c) Exceeding 3,0 m and up to 4,0 m                                                            | m <sup>3</sup> | 1 512.4  |      |          |
| C3.2.2                | Backfilling:                                                                                   |                |          |      |          |
| C3.2.2.1              | Using the excavated material                                                                   | m <sup>3</sup> | 10 261.5 |      |          |
| C3.2.2.2              | Using imported selected material:                                                              |                |          |      |          |
|                       | (a) From commercial sources (G7)                                                               | m <sup>3</sup> | 1 512.4  |      |          |
|                       | (b) From sources on site (G7)                                                                  | m <sup>3</sup> | 1.0      |      |          |
| C3.2.3                | Concrete pipe culverts:                                                                        |                |          |      |          |
| C3.2.3.2              | On Class B bedding (Concrete pipe culverts Ogee type, Class SC: Class 100D pipes)              |                |          |      |          |
|                       | 450mm dia                                                                                      | m              | 1.0      |      |          |
|                       | 600mm dia                                                                                      | m              | 983.0    |      |          |
|                       | 750mm dia                                                                                      | m              | 393.0    |      |          |
|                       | 900mm dia                                                                                      | m              | 616.0    |      |          |
|                       | 1200mm dia                                                                                     | m              | 1 056.0  |      |          |
| Total Carried Forward |                                                                                                |                |          |      |          |

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| Item                  | Description                                                                                                                                                                                                | Unit           | Quantity | Rate | Amount R  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                                                                                                                                            |                |          |      |           |
| C3.2.7                | Cast-in-situ concrete and formwork:                                                                                                                                                                        |                |          |      |           |
| C3.2.7.5              | In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (Class 30/20) | m <sup>3</sup> | 10.0     |      |           |
| C3.2.7.6              | Formwork of concrete under items C3.2.7.3 to 5 above                                                                                                                                                       |                |          |      |           |
|                       | Vertical formwork for F1 surface finish                                                                                                                                                                    | m <sup>2</sup> | 4.0      |      |           |
| C3.2.9                | Prefabricated concrete inlets and outlets to culverts (Class 30/20)                                                                                                                                        | No             | 27.0     |      |           |
| C3.2.15               | Manholes and catch pits, with prefabricated elements:                                                                                                                                                      |                |          |      |           |
| C3.2.15.1             | Prefabricated floors (installed at a standard depth of 1,0 m):                                                                                                                                             |                |          |      |           |
|                       | (a) As per drawing                                                                                                                                                                                         | No             | 1.0      |      | Rate Only |
| C3.2.15.2             | Prefabricated roofs:                                                                                                                                                                                       |                |          |      |           |
|                       | (a) As per drawing                                                                                                                                                                                         | No             | 44.0     |      |           |
| C3.2.15.3             | Prefabricated walls:                                                                                                                                                                                       |                |          |      |           |
|                       | (a) As per drawing                                                                                                                                                                                         | m              | 1.0      |      | Rate Only |
| C3.2.16.2             | 230 mm thick                                                                                                                                                                                               | m <sup>2</sup> | 2 112.0  |      |           |
| C3.2.16.3             | 345 mm thick                                                                                                                                                                                               | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.2.17               | Plaster                                                                                                                                                                                                    | m <sup>2</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                                                                            |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                                                                          | Unit           | Quantity | Rate | Amount R  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                                                                                                                      |                |          |      |           |
| C3.2.18               | Benching                                                                                                                                                                             | m <sup>3</sup> | 426      |      |           |
| C3.2.19               | Accessories:                                                                                                                                                                         |                |          |      |           |
| C3.2.19.1             | Manhole covers including frames                                                                                                                                                      |                |          |      |           |
|                       | Type 2A, SABS 558/1973                                                                                                                                                               | No             | 1.0      |      | Rate Only |
|                       | Type 2B, SABS 558/1973                                                                                                                                                               | No             | 1.0      |      | Rate Only |
|                       | Type 4, SABS 558/1973                                                                                                                                                                | No             | 1.0      |      | Rate Only |
| C3.2.19.2             | Inlet grids or covers                                                                                                                                                                |                |          |      |           |
|                       | Type 6, SABS 1115                                                                                                                                                                    | No             | 1.0      |      | Rate Only |
|                       | TPA type 40                                                                                                                                                                          | No             | 1.0      |      | Rate Only |
|                       | TPA type 80                                                                                                                                                                          | No             | 1.0      |      | Rate Only |
| C3.2.19.7             | Step irons                                                                                                                                                                           |                |          |      |           |
|                       | Galvanised step irons to BS1247                                                                                                                                                      | No             | 1.0      |      | Rate Only |
|                       | Galvanised reinforcing bar                                                                                                                                                           | No             | 1.0      |      | Rate Only |
| C3.2.20               | Anchors for pipes (description)                                                                                                                                                      | No             |          |      | Rate Only |
| C3.2.21               | Prefabricated reinforced-concrete skew end units for concrete culverts constructed at a skew angle on Class B bedding (Concrete pipe culverts Ogee type, Class SC: Class 100D pipes) |                |          |      |           |
|                       | 450mm dia                                                                                                                                                                            | No             | 1.0      |      | Rate Only |
|                       | 550mm dia                                                                                                                                                                            | No             | 1.0      |      | Rate Only |
|                       | 600mm dia                                                                                                                                                                            | No             | 1.0      |      | Rate Only |
|                       | 750mm dia                                                                                                                                                                            | No             | 1.0      |      | Rate Only |
|                       | 900mm dia                                                                                                                                                                            | No             | 1.0      |      | Rate Only |
| C3.2.22               | Cutting of concrete pipes (450mm dia to 900mm dia)                                                                                                                                   | No             | 1.0      |      | Rate Only |
| C3.2.23               | Breaking into existing drainage structures and building in pipes or culverts of the following size (450mm dia to 900mm dia)                                                          | No             | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                                                      |                |          |      |           |

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| Item                             | Description                                                                         | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|-------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                                                     |                |          |      |           |
| C3.2.24                          | Compaction of bedding for inlets, outlets, manholes and catchpits:                  |                |          |      |           |
| C3.2.24.1                        | Preparation and compaction of in-situ bedding material to 90 % of MDD (up to 300mm) | m <sup>3</sup> | 112.5    |      |           |
| C3.2.24.2                        | Extra-over sub-item C3.2.24.1 for compaction to 93 % of MDD (up to 300mm)           | m <sup>3</sup> | 1.0      |      | Rate Only |
| C3.2.25                          | Painting of exposed steel bars with two coats of zinc rich primer (type specified)  | ℓ              | 1.0      |      | Rate Only |
| C3.2.27                          | Repair with epoxy mortar                                                            | ℓ              | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                                                     |                |          |      |           |

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| Item                  | Description                                                                                                                                                                   | Unit | Quantity | Rate | Amount R  |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|-----------|
| C3.3                  | CONCRETE KERBING AND CHANNELING, ASPHALT BERMES, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS                                                |      |          |      |           |
| C3.3.1                | Concrete kerbing:                                                                                                                                                             |      |          |      |           |
| C3.3.1.1              | Prefabricated kerbing to be bedded on material that consists of crushed stone, cinders, slag, sand or other approved porous material with a maximum particle size of 13,2 mm: |      |          |      |           |
|                       | (a) SANS 927 fig. 10                                                                                                                                                          |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                             | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                         | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                     | m    | 1 408.0  |      |           |
|                       | (d) SANS 927 fig. 8c                                                                                                                                                          |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                             | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                         | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                     | m    | 1 408.0  |      |           |
| C3.3.1.2              | Cast-in-situ kerbing:                                                                                                                                                         |      |          |      |           |
|                       | (a) Fig 3 (class 20/19)                                                                                                                                                       |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                             | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                         | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                     | m    | 1.0      |      | Rate Only |
|                       | (d) Fig 8c (class 20/19)                                                                                                                                                      |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                             | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                         | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                     | m    | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                                               |      |          |      |           |

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| Item                  | Description                                                                                                                                                                                                                        | Unit | Quantity | Rate | Amount R  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|-----------|
| Brought Forward       |                                                                                                                                                                                                                                    |      |          |      |           |
| C3.3.2                | Concrete kerbing-channeling combination:                                                                                                                                                                                           |      |          |      |           |
| C3.3.2.1              | Prefabricated kerbing-channeling to be bedded on material that consists of crushed stone, cinders, slag, sand or other approved porous material with a maximum particle size of 13,2 mm (300mm wide cast in situ concrete channel) |      |          |      |           |
|                       | (a) Precast SANS 927 fig. 3 kerb and with 300mm cast in situ class 30/20 concrete channel as shown on drawings                                                                                                                     |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                                                                                  | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                                                                              | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                                                                          | m    | 1.0      |      | Rate Only |
|                       | (d) Precast SANS 927 fig. 8c kerb and with 300mm cast in situ class 30/20 concrete channel as shown on drawings                                                                                                                    |      |          |      |           |
|                       | Radius 1 m to 4 m                                                                                                                                                                                                                  | m    | 1.0      |      | Rate Only |
|                       | Radius 4.01 m to 20 m                                                                                                                                                                                                              | m    | 1.0      |      | Rate Only |
|                       | Straight and to radius not less than 20 m                                                                                                                                                                                          | m    | 1.0      |      | Rate Only |
| C3.3.3                | Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves:                                                                                                                              |      |          |      |           |
| C3.3.3.1              | On curves of radii more than or equal to 5,0 m but less than 20,0 m                                                                                                                                                                | m    | 1.0      |      | Rate Only |
| C3.3.3.2              | On curves with radii more than or equal to 1,0 m but less than 5,0 m                                                                                                                                                               | m    | 1.0      |      | Rate Only |
| C3.3.3.3              | On curves with radii less than 1,0 m                                                                                                                                                                                               | m    | 1.0      |      | Rate Only |
| C3.3.4                | Extra over item C3.3.2 for drop kerbs at pedestrian crossings and driveways                                                                                                                                                        | m    | 1.0      |      | Rate Only |
| C3.3.6                | Concrete chutes (typical designs):                                                                                                                                                                                                 |      |          |      |           |
| C3.3.6.1              | Prefabricated concrete chutes                                                                                                                                                                                                      | m    | 1.0      |      | Rate Only |
| C3.3.6.2              | Cast-in-situ concrete chutes                                                                                                                                                                                                       | m    | 1.0      |      | Rate Only |
| C3.3.6.3              | Stone pitched chutes                                                                                                                                                                                                               | m    | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                                                                                                    |      |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                      | Unit           | Quantity | Rate | Amount R  |
|-----------------------|------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                                                  |                |          |      |           |
| C3.3.7                | Cast-in-situ concrete chutes (measured by components):                                                           |                |          |      |           |
| C3.3.7.1              | Concrete (class 25/20)                                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
| C3.3.7.2              | Formwork (F2 surface finish)                                                                                     | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.7.3              | Stone pitched chutes:                                                                                            |                |          |      |           |
|                       | (a) Grouted stone pitching                                                                                       | m <sup>2</sup> | 1.0      |      | Rate Only |
|                       | (b) Grouted stone pitching on a concrete bed (class 25/20)                                                       | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.8                | Linings for open drains:                                                                                         |                |          |      |           |
| C3.3.8.1              | Cast-in-situ concrete lining                                                                                     |                |          |      |           |
|                       | Cast in-situ concrete lining class 25/19 for 1200 mm wide, 150 mm thick side drain allowing erf access, Type 1.1 | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining class 25/19 for 1500 mm wide, 150 mm thick side drain allowing erf access, Type 1.2 | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining class 25/19 for 1500 mm wide, 150 mm thick side drain allowing erf access, Type 1.3 | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining class 25/19 for 1500 mm wide, 150 mm thick side drain with no erf access, Type 2    | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining class 25/19 for 2400 mm wide, 150 mm thick side drain allowing erf access, Type 3   | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining class 25/19 for 2000 mm wide, 150 mm thick side drain with no erf access            | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | Cast in-situ concrete lining channel as per drawing                                                              | m <sup>3</sup> | 1        |      |           |
| C3.3.8.2              | Class U2 surface finish to cast-in-situ concrete (for all open drains)                                           | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.8.3              | Stone pitched lining (200 mm thickness):                                                                         |                |          |      |           |
|                       | (a) Grouted stone pitching                                                                                       | m <sup>2</sup> | 1.0      |      | Rate Only |
|                       | (b) Grouted stone pitching on a concrete bed (class 25/20)                                                       | m <sup>2</sup> | 50.0     |      |           |
| Total Carried Forward |                                                                                                                  |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                                                                                                     | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                                                                                                                                                 |                |          |      |           |
| C3.3.9                           | Formwork to cast-in-situ concrete lining for open drains (Class F2 surface finish):                                                                                             |                |          |      |           |
| C3.3.9.1                         | To sides with formwork on the internal face only                                                                                                                                | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.9.2                         | To sides with formwork on both internal and external faces (each face measured)                                                                                                 | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.9.3                         | To ends of slabs                                                                                                                                                                | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.10                          | Sealed joints in concrete and stone pitched linings of open drains                                                                                                              |                |          |      |           |
|                                  | Polysulphide sealants                                                                                                                                                           | m              | 1.0      |      | Rate Only |
|                                  | Polyurethane-based sealant                                                                                                                                                      | m              | 1.0      |      | Rate Only |
|                                  | Silicone-based sealant                                                                                                                                                          | m              | 1.0      |      | Rate Only |
| C3.3.11                          | Concrete screed or backfill below chutes (20mm thick mix proportion of 1 part of cement (CEM I strength class 32,5 N complying with SANS 50197-1) to 4 parts of sand by volume) | m <sup>3</sup> | 1.0      |      | Rate Only |
| C3.3.12                          | Reinforcement:                                                                                                                                                                  |                |          |      |           |
| C3.3.12.1                        | Mild steel bars                                                                                                                                                                 | t              | 1.0      |      | Rate Only |
| C3.3.12.2                        | High-tensile steel bars                                                                                                                                                         | t              | 1.0      |      | Rate Only |
| C3.3.12.3                        | Welded steel fabric                                                                                                                                                             | kg             | 1.0      |      | Rate Only |
| C3.3.13                          | Polymer film sheeting (0,15 mm thick) for concrete-lined open drains                                                                                                            | m <sup>2</sup> | 1.0      |      | Rate Only |
| C3.3.15                          | Energy dissipaters in outlet structures:                                                                                                                                        |                |          |      |           |
| C3.3.15.1                        | Precast concrete blocks in outlet structures                                                                                                                                    | No             | 1.0      |      | Rate Only |
| C3.3.15.2                        | Stones set in outlet structures                                                                                                                                                 | m <sup>2</sup> | 50.0     |      |           |
| C3.3.16                          | Demolition and removal of existing kerbs and / or channels                                                                                                                      | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                                                                                                                                                 |                |          |      |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                         | Unit     | Quantity  | Rate   | Amount R  |
|-----------------------|-------------------------------------------------------------------------------------|----------|-----------|--------|-----------|
| C4.2                  | CUT MATERIALS                                                                       |          |           |        |           |
| C4.2.1                | Compiling and implementing M&U plans for the cuttings:                              |          |           |        |           |
| C4.2.1.1              | Cuttings exceeding 5 000 m³ up to 10 000 m³                                         | No       | 1.0       |        | Rate Only |
| C4.2.1.2              | Cuttings exceeding 10 000 m³ up to 20 000 m³                                        | No       | 1.0       |        | Rate Only |
| C4.2.1.3              | Cuttings exceeding 20 000 m³ up to 50 000 m³                                        | No       | 1.0       |        | Rate Only |
| C4.2.1.4              | Cuttings exceeding 50 000 m³ up to 100 000 m³                                       | No       | 1.0       |        | Rate Only |
| C4.2.1.5              | Cuttings larger than 100 000 m³                                                     | No       | 1.0       |        | Rate Only |
| C4.2.2                | Additional material investigations during the supplementary exploration:            |          |           |        |           |
| C4.2.2.1              | Cost of additional trial pits and / or drilling and laboratory testing              | prov sum | 1.0       | R1.00  | Rate Only |
| C4.2.2.2              | Handling costs and profit in respect of item C4.2.2.1 (limited to a maximum of 10%) | %        | Rate Only | R10.00 | Rate Only |
| C4.2.3                | Excavating of materials in cuttings, material obtained from:                        |          |           |        |           |
| C4.2.3.1              | Soft excavation                                                                     | m³       | 4 200.0   |        |           |
| C4.2.3.2              | Boulder excavation class A                                                          | m³       | 1.0       |        | Rate Only |
| C4.2.3.3              | Boulder excavation class B                                                          | m³       | 1.0       |        | Rate Only |
| C4.2.3.4              | Hard excavation (other than by blasting)                                            | m³       | 1.0       |        | Rate Only |
| C4.2.3.5              | Hard excavation (by blasting)                                                       | m³       | 1.0       |        | Rate Only |
| C4.2.4                | Excavating of materials in box cuts, material obtained from:                        |          |           |        |           |
| C4.2.4.1              | Soft excavation                                                                     | m³       | 1.0       |        | Rate Only |
| C4.2.4.2              | Boulder excavation class A                                                          | m³       | 1.0       |        | Rate Only |
| C4.2.4.3              | Boulder excavation class B                                                          | m³       | 1.0       |        | Rate Only |
| C4.2.4.4              | Hard excavation (other than by blasting)                                            | m³       | 1.0       |        | Rate Only |
| C4.2.4.5              | Hard excavation (by blasting)                                                       | m³       | 1.0       |        | Rate Only |
| C4.2.5                | Excavating of materials in designated excavations, material obtained from:          |          |           |        |           |
| Total Carried Forward |                                                                                     |          |           |        |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                               | Unit           | Quantity | Rate | Amount R  |
|-----------------------|-------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                           |                |          |      |           |
| C4.2.5.1              | Soft excavation                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.5.2              | Boulder excavation class A                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.5.3              | Boulder excavation class B                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.5.4              | Hard excavation (other than by blasting)                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.5.5              | Hard excavation (by blasting)                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.6                | Widening of existing cuttings:                                                            |                |          |      |           |
| C4.2.6.1              | Soft excavation                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.6.2              | Boulder excavation class A                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.6.3              | Boulder excavation class B                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.6.4              | Hard excavation (other than by blasting)                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.6.5              | Hard excavation (by blasting)                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.7                | Removal of unsuitable stable cut material to spoil:                                       |                |          |      |           |
| C4.2.7.1              | In layer thicknesses of 200 mm and less                                                   | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.7.2              | In layer thicknesses exceeding 200 mm                                                     | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.8                | Excavate material to spoil in sites designated by the Employer, material obtained from:   |                |          |      |           |
| C4.2.8.1              | Soft excavation, overburden and unsuitable material                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.8.2              | Boulder excavation class A                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.8.3              | Boulder excavation class B                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.8.4              | Hard excavation (other than by blasting)                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.8.5              | Hard excavation (by blasting)                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.9                | Excavate material to spoil in sites designated by the Contractor, material obtained from: |                |          |      |           |
| C4.2.9.1              | Soft excavation, overburden and unsuitable material                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.9.2              | Boulder excavation class A                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.9.3              | Boulder excavation class B                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.9.4              | Hard excavation (other than by blasting)                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.9.5              | Hard excavation (by blasting)                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                           |                |          |      |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                              | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|--------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                                          |                |          |      |           |
| C4.2.10                          | Backfilling of the unavoidable overbreak in hard and boulder excavation: |                |          |      |           |
| C4.2.10.1                        | Compliant gravel material                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.10.2                        | Soil cement (stiff mix with 3 % cement)                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.10.3                        | Soil cement (wet mix with 5 % cement)                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.10.4                        | Concrete class 15 MPa                                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.11                          | Breaking down oversize material                                          | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.2.12                          | Finishing the side slopes:                                               |                |          |      |           |
| C4.2.12.1                        | Cuttings:                                                                |                |          |      |           |
|                                  | (a) In soft material                                                     | m <sup>2</sup> | 1.0      |      | Rate Only |
|                                  | (b) In boulder material class A and B                                    | m <sup>2</sup> | 1.0      |      | Rate Only |
|                                  | (c) In hard material                                                     | m <sup>2</sup> | 1.0      |      | Rate Only |
|                                  | (d) In soft material using labour enhanced methods of construction       | m <sup>2</sup> | 1.0      |      | Rate Only |
| C4.2.12.2                        | Designated excavations                                                   | m <sup>2</sup> | 1.0      |      | Rate Only |
| C4.2.12.3                        | Designated excavations using labour enhanced methods of construction     | m <sup>2</sup> | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                                          |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                         | Unit     | Quantity | Rate          | Amount R      |
|-----------------------|-------------------------------------------------------------------------------------|----------|----------|---------------|---------------|
| C4.3                  | EXISTING ROAD MATERIALS                                                             |          |          |               |               |
| C4.3.1                | Additional material investigations:                                                 |          |          |               |               |
| C4.3.1.1              | Cost of additional trial pits, sampling of asphalt and laboratory testing           | prov sum | 1.0      | R10<br>000.00 | R10<br>000.00 |
| C4.3.1.2              | Handling cost and profit in respect of item C4.3.1.1 (limited to a maximum of 10%)  | %        | 10.00    | R10<br>000.00 | R1 000.00     |
| C4.3.2                | Cleaning the existing road surface:                                                 |          |          |               |               |
| C4.3.2.1              | Cost to clean the road surface                                                      | prov sum | 1.0      | R40<br>000.00 | R40<br>000.00 |
| C4.3.2.2              | Handling costs and profit in respect of item C4.3.1.1 (limited to a maximum of 10%) | %        | 10.00    | R40<br>000.00 | R4 000.00     |
| C4.3.4                | Saw-cutting existing materials within the following average depth ranges:           |          |          |               |               |
| C4.3.4.2              | Crushed stone and gravel material:                                                  |          |          |               |               |
|                       | (a) Up to 100 mm                                                                    | m        | 32.0     |               |               |
|                       | (b) Exceeding 100 mm and up to 200 mm                                               | m        | 1.0      |               |               |
| C4.3.4.3              | Cemented material:                                                                  |          |          |               |               |
|                       | (a) Up to 100 mm                                                                    | m        | 1.0      |               |               |
|                       | (b) Exceeding 100 mm and up to 200 mm                                               | m        | 32.0     |               |               |
| C4.3.4.4              | Concrete material:                                                                  |          |          |               |               |
|                       | (a) Up to 50 mm                                                                     | m        | 1.0      |               | Rate Only     |
|                       | (b) Exceeding 50 mm and up to 100 mm                                                | m        | 1.0      |               | Rate Only     |
| C4.3.5                | Providing the milling machine on the site:                                          |          |          |               |               |
| C4.3.5.1              | Small milling machine with a cutting width of 1,2 m or smaller                      | No       | 1.0      |               |               |
| C4.3.5.2              | Large milling machine with a cutting width exceeding 1,2 m                          | No       | 1.0      |               |               |
| Total Carried Forward |                                                                                     |          |          |               |               |

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| Item                  | Description                                                                        | Unit           | Quantity | Rate | Amount R  |
|-----------------------|------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                    |                |          |      |           |
| C4.3.8                | Excavating material by milling:                                                    |                |          |      |           |
| C4.3.8.1              | Crushed stone material                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.8.2              | Cemented material                                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.8.3              | Natural gravel material                                                            | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.9                | Excavating material by using conventional road construction equipment:             |                |          |      |           |
| C4.3.9.2              | Crushed stone and macadam materials                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.9.3              | Cemented material                                                                  | m <sup>3</sup> | 5.0      |      |           |
| C4.3.9.4              | Natural gravel and sand materials                                                  | m <sup>3</sup> | 1.0      |      |           |
| C4.3.9.5              | Coarse fill and rock fill                                                          | m <sup>3</sup> | 5.0      |      |           |
| C4.3.10               | Excavating material by using labour enhanced methods of construction:              |                |          |      |           |
| C4.3.10.2             | Crushed stone and macadam materials                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.10.3             | Cemented material                                                                  | m <sup>3</sup> | 1 800.0  |      |           |
| C4.3.10.4             | Natural gravel and sand materials                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.11               | Breaking down a stabilised layer by using conventional road construction equipment | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.12               | Removing of existing concrete material within the following average depth ranges:  |                |          |      |           |
| C4.3.12.1             | The break-up method:                                                               |                |          |      |           |
|                       | (a) Not exceeding 150 mm                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (b) Exceeding 150 mm but not exceeding 250 mm                                      | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.12.2             | The break-up method using labour enhanced methods of construction:                 |                |          |      |           |
|                       | (a) Not exceeding 75 mm                                                            | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (b) Exceeding 75 mm but not exceeding 200 mm                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                    |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                      | Unit           | Quantity | Rate | Amount R  |
|-----------------------|----------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                  |                |          |      |           |
| C4.3.12.3             | The lift-out method:                                                             |                |          |      |           |
|                       | (a) Not exceeding 150 mm                                                         | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (b) Exceeding 150 mm but not exceeding 250 mm                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.13               | Lifting of existing paving blocks (all types):                                   |                |          |      |           |
| C4.3.13.1             | Using construction equipment                                                     | m <sup>2</sup> | 1.0      |      | Rate Only |
| C4.3.13.2             | Using labour enhanced methods of construction                                    | m <sup>2</sup> | 1.0      |      | Rate Only |
| C4.3.14               | Removing of existing road edging and services structures:                        |                |          |      |           |
| C4.3.14.1             | Removing of existing road edging using construction equipment:                   |                |          |      |           |
|                       | (a) Kerbing and edge beams:                                                      |                |          |      |           |
|                       | (i) In-situ concrete kerbing and edge beams                                      | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (ii) Precast concrete kerbing (all types)                                        | m              | 1.0      |      | Rate Only |
|                       | (iii) Precast concrete kerbing (all types) and situ concrete channel (all types) | m              | 1.0      |      | Rate Only |
|                       | (b) Kerb inlets                                                                  | No             | 1.0      |      | Rate Only |
|                       | (c) Grid inlets                                                                  | No             | 1.0      |      | Rate Only |
| C4.3.14.2             | Removing of existing road edging using labour enhanced methods of construction:  |                |          |      |           |
|                       | (a) Kerbing and edge beams:                                                      |                |          |      |           |
|                       | (i) In-situ concrete kerbing and edge beams                                      | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (ii) Precast concrete kerbing (all types)                                        | m              | 1.0      |      | Rate Only |
|                       | (iii) Precast concrete kerbing (all types) and situ concrete channel (all types) | m              | 1.0      |      | Rate Only |
|                       | (b) Kerb inlets                                                                  | No             | 1.0      |      | Rate Only |
|                       | (c) Grid inlets                                                                  | No             | 1.0      |      | Rate Only |
| C4.3.15               | Stockpiling of road layer materials:                                             |                |          |      |           |
| C4.3.15.2             | Crushed stone material                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.15.3             | Cemented material                                                                | m <sup>3</sup> | 1 800.0  |      |           |
| C4.3.15.4             | Natural gravel material                                                          | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                  |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                      | Unit           | Quantity | Rate | Amount R  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                                                                  |                |          |      |           |
| C4.3.15.5             | Concrete pavements                                                                                                               | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.16               | Stacking paving blocks and road edging:                                                                                          |                |          |      |           |
| C4.3.16.1             | Paving blocks (all types)                                                                                                        | No             | 12 000.0 |      |           |
| C4.3.16.2             | Precast concrete kerbing (all types)                                                                                             | No             | 1.0      |      | Rate Only |
| C4.3.16.3             | Precast kerb inlets                                                                                                              | No             | 1.0      |      | Rate Only |
| C4.3.16.4             | Precast manholes                                                                                                                 | No             | 1.0      |      | Rate Only |
| C4.3.17               | Excavate non-compliant or excess pavement layer material to spoil in sites designated by the Employer, material consisting of:   |                |          |      |           |
| C4.3.17.2             | Crushed stone, macadam, gravel and sand material                                                                                 | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.17.3             | Cemented material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.17.4             | Concrete material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.18               | Excavate non-compliant or excess pavement layer material to spoil in sites designated by the Contractor, material consisting of: |                |          |      |           |
| C4.3.18.2             | Crushed stone, macadam, gravel and sand material                                                                                 | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.18.3             | Cemented material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.18.4             | Concrete material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.19               | Spoiling of paving blocks and road edging in spoil sites designated by the Employer:                                             |                |          |      |           |
| C4.3.19.1             | Paving blocks                                                                                                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.19.2             | Precast and in-situ concrete kerbing, edge beams and channels at precast kerbing                                                 | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.19.3             | Kerb and grid inlets, and other services structures                                                                              | No             | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                  |                |          |      |           |

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| Item                             | Description                                                                            | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|----------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                                                        |                |          |      |           |
| C4.3.20                          | Spoiling of paving blocks and road edging in spoil sites designated by the Contractor: |                |          |      |           |
| C4.3.20.1                        | Paving blocks                                                                          | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.20.2                        | Precast and in-situ concrete kerbing, edge beams and channels at precast kerbing       | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.3.20.3                        | Kerb and grid inlets, and other services structures                                    | No             | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                                                        |                |          |      |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                         | Unit           | Quantity | Rate | Amount R  |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| C4.4                  | COMMERCIAL MATERIALS                                                                                                                |                |          |      |           |
| C4.4.1                | Commercial materials identified by the Employer from commercial, private or other non-commercial suppliers (specify the source(s)): |                |          |      |           |
| C4.4.1.1              | Pavement layer material:                                                                                                            |                |          |      |           |
|                       | (b) Type G2 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (d) Type G5 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (e) Type G6 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (f) Type G7 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (h) Type G9 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (m) Sand for the base and shoulder layers                                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (n) Sand for a subbase layer                                                                                                        | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (o) Sand for a selected layer                                                                                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.4.1.5              | Fill material in the earthworks:                                                                                                    |                |          |      |           |
|                       | (a) Normal or coarse fill                                                                                                           | m <sup>3</sup> | 28.0     |      |           |
|                       | (c) Sand                                                                                                                            | m <sup>3</sup> | 1.0      |      | Rate Only |
| C4.4.2                | Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:                       |                |          |      |           |
| C4.4.2.1              | Pavement layer material:                                                                                                            |                |          |      |           |
|                       | (b) Type G2 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (d) Type G5 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (e) Type G6 material                                                                                                                | m <sup>3</sup> | 1 267.2  |      |           |
|                       | (f) Type G7 material                                                                                                                | m <sup>3</sup> | 1 267.2  |      |           |
|                       | (h) Type G9 material                                                                                                                | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (m) Sand for the base and shoulder layers                                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (n) Sand for a subbase layer                                                                                                        | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (o) Sand for a selected layer                                                                                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                     |                |          |      |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                             | Unit     | Quantity  | Rate   | Amount R  |
|----------------------------------|---------------------------------------------------------------------------------------------------------|----------|-----------|--------|-----------|
| Brought Forward                  |                                                                                                         |          |           |        |           |
| C4.4.2.5                         | Fill material in the earthworks:                                                                        |          |           |        |           |
|                                  | (a) Normal or coarse fill                                                                               | m³       | 1.0       |        | Rate Only |
|                                  | (c) Sand                                                                                                | m³       | 1.0       |        | Rate Only |
| C4.4.3                           | Cost to procure commercial materials identified by the Employer from private or non-commercial sources: |          |           |        |           |
| C4.4.3.1                         | Cost of procuring                                                                                       | prov sum | 1.0       | R1.00  | Rate Only |
| C4.4.3.2                         | Handling cost and profit in respect of item C4.4.3.1 (limited to a maximum of 10%)                      | %        | Rate Only | R10.00 | Rate Only |
| C4.4.4                           | Cementitious stabilising agents:                                                                        |          |           |        |           |
| C4.4.4.1                         | Cement (CEM II A-S (32.5) N)                                                                            | t        | 69.7      |        |           |
| C4.4.4.2                         | Road lime (hydrated CaCO3 or MgCO3)                                                                     | t        | 1.0       |        | Rate Only |
| C4.4.7                           | Sampling and material testing by a commercial laboratory for the stabilisation designs:                 |          |           |        |           |
| C4.4.7.1                         | Cost of sampling and material testing                                                                   | prov sum | 1.0       | R1.00  | Rate Only |
| C4.4.7.2                         | Handling cost and profit in respect of item C4.4.7.1 (limited to a maximum of 10%)                      | %        | Rate Only | R10.00 | Rate Only |
| Total Carried Forward To Summary |                                                                                                         |          |           |        |           |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                             | Unit           | Quantity | Rate | Amount R |
|-----------------------|---------------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| C5.1                  | ROADBED                                                                                                 |                |          |      |          |
| C5.1.1                | Roadbed construction and compaction:                                                                    |                |          |      |          |
| C5.1.1.1              | Compaction of in-situ material to 90 % of MDD                                                           | m <sup>3</sup> | 1.0      |      |          |
| C5.1.1.2              | Compaction of in-situ material to 93 % of MDD                                                           | m <sup>3</sup> | 1.0      |      |          |
| C5.1.1.3              | Compaction of imported material to 90 % of MDD                                                          | m <sup>3</sup> | 1.0      |      |          |
| C5.1.1.4              | Compaction of imported material to 93 % of MDD                                                          | m <sup>3</sup> | 1.0      |      |          |
| C5.1.2                | Excavate material to spoil from roadbed construction:                                                   |                |          |      |          |
| C5.1.2.1              | Excavate material to spoil from roadbed construction, material obtained from:                           |                |          |      |          |
|                       | (a) Soft excavation                                                                                     | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Boulder excavation Class A                                                                          | m <sup>3</sup> | 1.0      |      |          |
|                       | (c) Boulder excavation Class B                                                                          | m <sup>3</sup> | 1.0      |      |          |
|                       | (d) Hard excavation                                                                                     | m <sup>3</sup> | 1.0      |      |          |
| C5.1.2.2              | Excavate material to spoil from roadbed construction, using labour enhancement, material obtained from: |                |          |      |          |
|                       | (a) Soft excavation                                                                                     | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Intermediate excavation                                                                             | m <sup>3</sup> | 1.0      |      |          |
| C5.1.3                | Excavate material to spoil sites designated by the Contractor:                                          |                |          |      |          |
| C5.1.3.1              | Excavate material to spoil from roadbed construction, material obtained from:                           |                |          |      |          |
|                       | (a) Soft excavation                                                                                     | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Boulder excavation Class A                                                                          | m <sup>3</sup> | 1.0      |      |          |
|                       | (c) Boulder excavation Class B                                                                          | m <sup>3</sup> | 1.0      |      |          |
|                       | (d) Hard excavation (other than by blasting)                                                            | m <sup>3</sup> | 1.0      |      |          |
|                       | (e) Hard excavation (by blasting)                                                                       | m <sup>3</sup> | 1.0      |      |          |
| C5.1.3.2              | Excavate material to spoil from roadbed construction, using labour enhancement, material obtained from: |                |          |      |          |
|                       | (a) Soft excavation                                                                                     | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Intermediate excavation                                                                             | m <sup>3</sup> | 1.0      |      |          |
| Total Carried Forward |                                                                                                         |                |          |      |          |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                                                    | Unit           | Quantity | Rate | Amount R |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|----------|
| Brought Forward       |                                                                                                                                                                |                |          |      |          |
| C5.1.4                | Removal of unsuitable material to spoil:                                                                                                                       |                |          |      |          |
| C5.1.4.1              | In layer thicknesses of 200 mm and less:                                                                                                                       |                |          |      |          |
|                       | (a) Stable material                                                                                                                                            | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Unstable material                                                                                                                                          | m <sup>3</sup> | 1.0      |      |          |
| C5.1.4.2              | In layer thicknesses exceeding 200 mm:                                                                                                                         |                |          |      |          |
|                       | (a) Stable material                                                                                                                                            | m <sup>3</sup> | 1.0      |      |          |
|                       | (b) Unstable material                                                                                                                                          | m <sup>3</sup> | 1.0      |      |          |
| C5.1.5                | In-situ treatment of roadbed in hard material:                                                                                                                 |                |          |      |          |
| C5.1.5.1              | In-situ treatment by ripping                                                                                                                                   | m <sup>3</sup> | 1.0      |      |          |
| C5.1.5.2              | In-situ treatment by drilling and blasting                                                                                                                     | m <sup>3</sup> | 1.0      |      |          |
| C5.1.5.3              | In-situ treatment by drilling and splitting the material using non-explosive, rock-breaking products                                                           | m <sup>3</sup> | 1.0      |      |          |
| C5.1.6                | Roller-pass compaction:                                                                                                                                        |                |          |      |          |
| C5.1.6.1              | Grid rollers                                                                                                                                                   | m <sup>2</sup> | 1.0      |      |          |
| C5.1.6.2              | Pad foot vibratory rollers                                                                                                                                     | m <sup>2</sup> | 1.0      |      |          |
| C5.1.6.3              | Smooth drum vibratory rollers                                                                                                                                  | m <sup>2</sup> | 1.0      |      |          |
| C5.1.6.5              | Impact rollers                                                                                                                                                 | m <sup>2</sup> | 1.0      |      |          |
| C5.1.6.6              | Pneumatic rollers                                                                                                                                              | m <sup>2</sup> | 1.0      |      |          |
| C5.1.6.7              | High energy impact compactor / roller (HEIC)                                                                                                                   | m <sup>2</sup> | 1.0      |      |          |
| C5.1.7                | Construction of a roadbed trial section:                                                                                                                       |                |          |      |          |
| C5.1.7.1              | Non wetting-up collapsing soil trial section at in-situ moisture content using conventional rollers and / or HEIC                                              | m <sup>3</sup> | 1.0      |      |          |
| C5.1.7.2              | Non wetting-up collapsing soil trial section by excavating the soil to stockpile and then importing the soil from the stockpile to controlled compacted layers | m <sup>3</sup> | 1.0      |      |          |
| C5.1.7.3              | Wetting-up collapsing soil trial section                                                                                                                       | m <sup>3</sup> | 1.0      |      |          |
| Total Carried Forward |                                                                                                                                                                |                |          |      |          |

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LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                                                  | Unit           | Quantity | Rate | Amount R  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward       |                                                                                                                                                              |                |          |      |           |
| C5.1.7.4              | Inactive and normal clay:                                                                                                                                    |                |          |      |           |
|                       | (a) By material modification                                                                                                                                 | m <sup>3</sup> | 1.0      |      |           |
|                       | (b) By lime modification                                                                                                                                     | m <sup>3</sup> | 1.0      |      |           |
|                       | (c) By removal of material                                                                                                                                   | m <sup>3</sup> | 1.0      |      |           |
| C5.1.7.5              | Active clay:                                                                                                                                                 |                |          |      |           |
|                       | (a) Roadbed construction using lime                                                                                                                          | m <sup>3</sup> | 1.0      |      |           |
|                       | (b) Roadbed construction by removal of active clay                                                                                                           | m <sup>3</sup> | 1.0      |      |           |
| C5.1.7.6              | Roller-pass compaction                                                                                                                                       | m <sup>3</sup> | 1.0      |      |           |
| C5.1.8                | Construction of the roadbed in collapsing soil:                                                                                                              |                |          |      |           |
| C5.1.8.1              | Non wetting-up collapsing soil roadbed construction at in-situ moisture content using conventional rollers                                                   | m <sup>3</sup> | 1.0      |      |           |
| C5.1.8.2              | Non wetting-up collapsing soil roadbed construction at in-situ moisture content using HEIC                                                                   | m <sup>3</sup> | 1.0      |      |           |
| C5.1.8.3              | Non wetting-up collapsing soil roadbed construction by excavating the soil to stockpile and then importing from the stockpile to controlled compacted layers | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.8.4              | Wetting-up collapsing soil roadbed construction                                                                                                              | kℓ             | 1.0      |      | Rate Only |
| C5.1.8.5              | Water for wetting-up collapsing soil roadbed construction                                                                                                    | kℓ             | 1.0      |      | Rate Only |
| C5.1.9                | Construction of roadbed comprising normal and inactive clay:                                                                                                 |                |          |      |           |
| C5.1.9.1              | By material modification                                                                                                                                     | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.9.2              | By lime modification                                                                                                                                         | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.9.3              | By removal of material                                                                                                                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.10               | Construction of roadbed comprising active clay:                                                                                                              |                |          |      |           |
| C5.1.10.1             | Roadbed construction using lime                                                                                                                              | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.10.2             | Roadbed construction by removal of active clay                                                                                                               | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.11               | Construction of roadbed comprising a pioneer layer                                                                                                           | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                              |                |          |      |           |

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| Item                             | Description                                                   | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|---------------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                               |                |          |      |           |
| C5.1.12                          | Excavation for benches:                                       |                |          |      |           |
| C5.1.12.1                        | Excavation for benches:                                       |                |          |      |           |
|                                  | (a) Side-cut to fill in soft material                         | m <sup>3</sup> | 1.0      |      | Rate Only |
|                                  | (b) Side-cut to spoil in soft material                        | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.12.2                        | Excavation for benches using labour enhancement:              |                |          |      |           |
|                                  | (a) Side-cut to fill:                                         |                |          |      |           |
|                                  | (i) Soft material                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
|                                  | (ii) Intermediate material                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
|                                  | (b) Side-cut to spoil:                                        |                |          |      |           |
|                                  | (i) Soft material                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
|                                  | (ii) Intermediate material                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.13                          | Construction of a levelling layer:                            |                |          |      |           |
| C5.1.13.1                        | Over roadbed treatment in hard material compacted to 90 % MDD | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.1.13.2                        | Over a constructed pioneer layer compacted to 90 % MDD        | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                               |                |          |      |           |

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| Item                  | Description                                                                                                               | Unit                 | Quantity | Rate | Amount R  |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------|----------|------|-----------|
| C5.2                  | FILL                                                                                                                      |                      |          |      |           |
| C5.2.1                | Compiling and implementing M&U plans:                                                                                     |                      |          |      |           |
| C5.2.1.1              | For fills more than 10 000 m <sup>3</sup>                                                                                 | No                   | 1.0      |      | Rate Only |
| C5.2.1.2              | For fills 1,0 km in length when less than 10 000 m <sup>3</sup>                                                           | No                   | 1.0      |      | Rate Only |
| C5.2.2                | Fill construction:                                                                                                        |                      |          |      |           |
| C5.2.2.1              | Normal fill material in compacted layer thicknesses of 200 mm and less:                                                   |                      |          |      |           |
|                       | (a) Compacted to 90 % of MDD                                                                                              | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (b) Compacted to 93 % of MDD                                                                                              | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (c) Roller-pass compaction                                                                                                | m <sup>2</sup>       | 1.0      |      | Rate Only |
| C5.2.2.3              | Sand fill material in compacted layer thicknesses of 400 mm and less, compacted to 100 % of MDD                           | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.3                | Side-cut to fill compacted to 93 % of MDD in compacted layer thicknesses of 200 mm and less                               | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.5                | Fill in sidewalk:                                                                                                         |                      |          |      |           |
| C5.2.5.1              | Fill material in sidewalk compacted to 93 % of MDD                                                                        | m <sup>3</sup>       | 1.0      |      |           |
| C5.2.5.2              | Fill material in sidewalk compacted to 93 % of MDD using labour enhanced methods of construction and light hand equipment | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.6                | Fill material in shoulder widening:                                                                                       |                      |          |      |           |
| C5.2.6.1              | Fill material in shoulder widening compacted to 93 % of MDD                                                               | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.6.2              | Fill material in shoulder widening compacted to 93 % of MDD using labour enhancement and light hand equipment             | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.7                | Construction of a trial section:                                                                                          |                      |          |      |           |
| C5.2.7.1              | Normal fill                                                                                                               | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.7.2              | Sand fill                                                                                                                 | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.7.5              | Roller-pass compaction                                                                                                    | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.2.8                | Breaking down oversize fill material on the road:                                                                         |                      |          |      |           |
| C5.2.8.1              | By normal grid rolling as per clause A5.3.7.3b) (i) to (vii)                                                              | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.2.8.2              | By tamping roller                                                                                                         | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.2.8.3              | By pad foot vibratory roller                                                                                              | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.2.8.4              | By vibratory roller                                                                                                       | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                           |                      |          |      |           |

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| Item                             | Description                                               | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|-----------------------------------------------------------|----------------|----------|------|-----------|
| Brought Forward                  |                                                           |                |          |      |           |
| C5.2.9                           | Removal of oversize material                              | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.2.11                          | Finishing-off fill slopes, medians and interchange areas: |                |          |      |           |
| C5.2.11.1                        | Fill slopes                                               | m <sup>2</sup> | 1.0      |      | Rate Only |
| C5.2.11.2                        | Medians and interchange areas                             | m <sup>2</sup> | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                           |                |          |      |           |

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| Item                  | Description                                                                                                | Unit           | Quantity | Rate | Amount R  |
|-----------------------|------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| C5.3                  | ROAD PAVEMENT LAYERS                                                                                       |                |          |      |           |
| C5.3.1                | Compiling and implementing M&U plans for the construction of all the pavement layers                       | No             | 1.0      |      | Rate Only |
| C5.3.2                | Construction of pavement layers:                                                                           |                |          |      |           |
| C5.3.2.1              | Construction of layers using conventional construction methods:                                            |                |          |      |           |
|                       | (a) Lower selected subgrade layer, 150mm compacted to 93 % of MDD                                          | m <sup>3</sup> | 1 267.2  |      |           |
|                       | (b) Lower selected subgrade layer, 150mm compacted to 95 % of MDD                                          | m <sup>3</sup> | 1 267.2  |      |           |
|                       | (c) Upper selected subgrade layer, 150mm compacted to 95 % of MDD                                          | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (d) Upper selected subgrade layer, 150mm compacted to 97 % of MDD                                          | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (e) Sand layer, 150mm compacted to 97 % of MDD                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (f) Sand layer, 150mm compacted to 100 % of MDD                                                            | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (g) Gravel wearing course layer, 150mm compacted to 95 % of MDD                                            | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (h) Gravel shoulder layer, 150mm compacted to 95 % of MDD                                                  | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (i) Lower subbase gravel layer (unstabilised), 150mm compacted to 95 % of MDD                              | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (j) Lower subbase gravel layer (chemically stabilised), 150mm compacted to 95 % of MDD                     | m <sup>3</sup> | 1 267.2  |      |           |
|                       | (k) Upper subbase gravel layer (unstabilised), 150mm compacted to 97 % of MDD                              | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (l) Upper subbase gravel layer (chemically stabilised), 150mm compacted to 95 % of MDD                     | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (m) Gravel base layer (unstabilised), 150mm compacted to 100 % of MDD                                      | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (n) Gravel base layer (chemically stabilised), 150mm compacted to 97 % of MDD                              | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (v) G3 crushed stone subbase layer (unstabilised or chemically stabilised), 150mm compacted to 97 % of MDD | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (w) G3 crushed stone base layer, 150mm compacted to 85 % of BD                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (x) G2 crushed stone base layer, 150mm compacted to 88 % of RD (Category C / D roads)                      | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                            |                |          |      |           |

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| Item                  | Description                                                               | Unit                 | Quantity | Rate | Amount R  |
|-----------------------|---------------------------------------------------------------------------|----------------------|----------|------|-----------|
| Brought Forward       |                                                                           |                      |          |      |           |
| C5.3.2.2              | Construction of layers using labour enhancement:                          |                      |          |      |           |
|                       | (a) Lower selected subgrade layer, 150mm compacted to 93 % of MDD         | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (b) Upper selected subgrade layer, 150mm compacted to 95 % of MDD         | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (c) Sand layer, 150mm compacted to 97 % of MDD                            | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (d) Sand layer, 150mm compacted to 100 % of MDD                           | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (e) Gravel wearing course layer, 150mm compacted to 95 % of MDD           | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (f) Gravel shoulder layer, 150mm compacted to 95 % of MDD                 | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (g) Lower gravel subbase layer, 150mm compacted to 95 % of MDD            | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (h) Upper gravel subbase layer, 150mm compacted to 97 % of MDD            | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (i) Gravel base layer, 150mm compacted to 98 % of MDD                     | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (j) Gravel base layer, 150mm compacted to 100 % of MDD                    | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (l) Soil cement or soilcrete, 150mm wet mixture as per clause A4.1.5.14   | m <sup>3</sup>       | 1.0      |      | Rate Only |
|                       | (m) Soil cement or soilcrete, 150mm stiff mixture as per clause A4.1.5.14 | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.3.5                | Breaking down oversize layer material on the road:                        |                      |          |      |           |
| C5.3.5.1              | By normal grid rolling as per clause A5.3.7.3b)                           | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.3.5.2              | By tamping roller                                                         | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.3.5.3              | By pad foot vibratory roller                                              | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.3.5.4              | By vibratory roller                                                       | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.3.5.5              | By any other roller type                                                  | m <sup>2</sup> -pass | 1.0      |      | Rate Only |
| C5.3.6                | Removal of oversize material                                              | m <sup>3</sup>       | 1.0      |      | Rate Only |
| C5.3.7                | Recombining recovered material                                            | m <sup>3</sup>       | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                           |                      |          |      |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                 | Unit           | Quantity | Rate  | Amount R  |
|----------------------------------|-----------------------------------------------------------------------------|----------------|----------|-------|-----------|
| Brought Forward                  |                                                                             |                |          |       |           |
| C5.3.8                           | Processing of coarse gravel subbase or base layers                          | m <sup>3</sup> | 1.0      |       | Rate Only |
| C5.3.9                           | Construction of a trial section:                                            |                |          |       |           |
| C5.3.9.1                         | Construction of a trial section using conventional methods of construction: |                |          |       |           |
|                                  | (a) Stabilised gravel layer, 150mm trial section                            | m <sup>3</sup> | 1.0      |       | Rate Only |
|                                  | (b) Crushed stone subbase layer, 150mm trial section                        | m <sup>3</sup> | 1.0      |       | Rate Only |
|                                  | (c) Crushed stone base layer, 150mm trial section                           | m <sup>3</sup> | 1.0      |       | Rate Only |
| C5.3.9.2                         | Construction of a trial section using labour enhancement methods:           |                |          |       |           |
|                                  | (a) Stabilised gravel layer, 150mm trial section                            | m <sup>3</sup> | 1.0      |       | Rate Only |
|                                  | (b) Gravel base layer, 150mm trial section                                  | m <sup>3</sup> | 1.0      |       | Rate Only |
| C5.3.10                          | Removal of a completed trial section:                                       |                |          |       |           |
| C5.3.10.1                        | Stabilised layer                                                            | m <sup>3</sup> | 1.0      |       | Rate Only |
| C5.3.10.3                        | Crushed stone layer                                                         | m <sup>3</sup> | 1.0      |       | Rate Only |
| C5.3.11                          | Riding quality measurements:                                                |                |          |       |           |
| C5.3.11.1                        | Using a 3,0 m straight edge                                                 | km             | 1.0      |       | Rate Only |
| C5.3.11.2                        | Using a rolling straight edge                                               | km             | 1.0      |       | Rate Only |
| C5.3.11.3                        | Using an inertial profilometer                                              | km             | 1.0      |       | Rate Only |
| C5.3.12                          | Surface regularity payment adjustments                                      | prov sum       | 1.0      | R1.00 | Rate Only |
| Total Carried Forward To Summary |                                                                             |                |          |       |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                                                                                                                     | Unit           | Quantity | Rate | Amount R  |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| C5.4                             | STABILISATION                                                                                                                                                                                   |                |          |      |           |
| C5.4.1                           | Pre-treatment of gravel layers:                                                                                                                                                                 |                |          |      |           |
| C5.4.1.1                         | Pre-treatment of 150mm gravel layer                                                                                                                                                             | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.4.1.2                         | Pre-treatment of 150mm gravel layer using labour enhanced methods of construction                                                                                                               | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.4.2                           | Chemical stabilisation:                                                                                                                                                                         |                |          |      |           |
| C5.4.2.1                         | Chemical stabilisation 150mm of pavement layers, subbase layer                                                                                                                                  | m <sup>3</sup> | 1 267.2  |      |           |
| C5.4.2.2                         | Chemical stabilisation 150mm of pavement layers, subbase layer using labour enhanced methods of construction                                                                                    | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.4.5                           | Cementitious stabilisation agents for pavement layers:                                                                                                                                          |                |          |      |           |
| C5.4.5.1                         | Addition of cementitious stabilisation agents for pavement layers, cement shall comply with the requirements of SANS 50197-1.:                                                                  |                |          |      |           |
|                                  | (a) Cement (for subbase layer), CEM II A-S (32.5) N                                                                                                                                             | t              | 1.0      |      | Rate Only |
|                                  | (b) Road Lime (hydrated CaCO <sub>3</sub> or MgCO <sub>3</sub> )                                                                                                                                | t              | 1.0      |      | Rate Only |
| C5.4.5.2                         | Addition of cementitious stabilisation agents for pavement layers and spreading the agent using bags and labour enhancement methods, cement shall comply with the requirements of SANS 50197-1: |                |          |      |           |
|                                  | (a) Cement (for subbase layer), CEM II A-S (32.5) N                                                                                                                                             | t              | 1.0      |      | Rate Only |
|                                  | (b) Road Lime (hydrated CaCO <sub>3</sub> or MgCO <sub>3</sub> )                                                                                                                                | t              | 1.0      |      | Rate Only |
| C5.4.10                          | Provision and application of water for curing                                                                                                                                                   | kℓ             | 1.0      |      | Rate Only |
| C5.4.11                          | Curing by covering with the subsequent layer                                                                                                                                                    | m <sup>2</sup> | 1.0      |      | Rate Only |
| C5.4.12                          | Curing with a membrane:                                                                                                                                                                         |                |          |      |           |
| C5.4.12.1                        | Cut back bitumen                                                                                                                                                                                | ℓ              | 1.0      |      | Rate Only |
| C5.4.12.2                        | Inverted bitumen emulsion                                                                                                                                                                       | ℓ              | 1.0      |      | Rate Only |
| C5.4.12.3                        | Spray grade emulsion                                                                                                                                                                            | ℓ              | 1.0      |      | Rate Only |
| C5.4.14                          | Trial section for a chemically stabilised layer                                                                                                                                                 | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.4.16                          | Mechanical modification                                                                                                                                                                         | m <sup>3</sup> | 1.0      |      | Rate Only |
| C5.4.17                          | Addition of a soil binder                                                                                                                                                                       | m <sup>3</sup> | 1.0      |      | Rate Only |
| Total Carried Forward To Summary |                                                                                                                                                                                                 |                |          |      |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN****LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                                                          | Unit           | Quantity  | Rate   | Amount R      |
|----------------------------------|------------------------------------------------------------------------------------------------------|----------------|-----------|--------|---------------|
| C6.2                             | SEGMENTAL BLOCK PAVING LAYERS                                                                        |                |           |        |               |
| C6.2.1                           | Segmental block paving:                                                                              |                |           |        |               |
| C6.2.1.1                         | Concrete block paving                                                                                |                |           |        |               |
|                                  | Class 25, Type S-A, 80mm Thick (SANS approved),<br>Colour: Cement, Placed: Herringbone Bond pattern) | m <sup>2</sup> | 7 040.0   |        |               |
|                                  | Class 25, Type S-A, 60mm Thick (SANS approved),<br>Colour: Cement, Placed: Herringbone Bond pattern) | m <sup>2</sup> | 1.0       |        | Rate Only     |
|                                  | 220*110*50mm Corobrick Cedarberg or similar<br>approved for pedestrian crossings                     | m <sup>2</sup> | 1.0       |        | Rate Only     |
|                                  | 220*110*50mm Corobrick Nutmeg or similar approved<br>for pedestrian crossings                        | m <sup>2</sup> | 1.0       |        | Rate Only     |
|                                  | 110*110*50mm Charcoal Huguenot Cobble or similar<br>approved for pedestrian crossings                | m <sup>2</sup> | 1.0       |        | Rate Only     |
| C6.2.2                           | Casti-in-situ concrete edge and intermediate beams                                                   | m <sup>3</sup> | 1.0       |        | Rate Only     |
| C6.2.3                           | Provision and application of approved herbicide and ant<br>poison:                                   |                |           |        |               |
| C6.2.3.1                         | Provision of materials                                                                               | PC sum         | 20 000.0  | R1.00  | R20<br>000.00 |
| C6.2.3.2                         | Contractor's charges and profit added to the prime cost<br>sum (limited to a maximum of 10%)         | %              | 20 000.00 | R10.00 | R2 000.00     |
| C6.2.4                           | Re-sanding of joints in segmental block paving:                                                      |                |           |        |               |
| C6.2.4.1                         | Concrete block paving (indicate class, type and<br>thickness of blocks)                              |                |           |        |               |
|                                  | Class 25, Type S-A, 80mm Thick (SANS approved),<br>Colour: Cement, Placed: Herringbone Bond pattern) | m <sup>2</sup> | 1.0       |        | Rate Only     |
|                                  | Class 25, Type S-A, 60mm Thick (SANS approved),<br>Colour: Cement, Placed: Herringbone Bond pattern) | m <sup>2</sup> | 1.0       |        | Rate Only     |
| Total Carried Forward To Summary |                                                                                                      |                |           |        |               |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN****LEBALENG****BILL OF QUANTITIES**

| Item                  | Description                                                                                                                                           | Unit           | Quantity | Rate | Amount R  |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| C11.7                 | ROAD MARKINGS AND ROAD STUDS                                                                                                                          |                |          |      |           |
| C11.7.1               | Road marking:                                                                                                                                         |                |          |      |           |
| C11.7.1.1             | White lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                          |                |          |      |           |
|                       | 100mm wide                                                                                                                                            | km             | 1.5      |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.5      |      |           |
|                       | 500mm wide                                                                                                                                            | km             | 1.0      |      |           |
| C11.7.1.2             | Yellow lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                         |                |          |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.0      |      |           |
| C11.7.1.3             | Red lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                            |                |          |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.0      |      |           |
| C11.7.1.4             | White lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                             | m <sup>2</sup> | 1.0      |      |           |
| C11.7.1.5             | Yellow lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                            | m <sup>2</sup> | 1.0      |      |           |
| C11.7.1.6             | Red lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                               | m <sup>2</sup> | 1.0      |      |           |
| C11.7.1.7             | Transverse lines, painted island and arrestor bed markings (any colour) (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2)) | m <sup>2</sup> | 1.0      |      |           |
| C11.7.2.1             | White lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                          |                |          |      |           |
|                       | 100mm wide                                                                                                                                            | km             | 1.5      |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.5      |      |           |
|                       | 500mm wide                                                                                                                                            | km             | 1.0      |      | Rate Only |
| C11.7.2.2             | Yellow lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                         |                |          |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.0      |      | Rate Only |
| C11.7.2.3             | Red lines broken or unbroken (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                            |                |          |      |           |
|                       | 150mm wide                                                                                                                                            | km             | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                                                                       |                |          |      |           |

| Item | Description | Unit | Quantity | Rate | Amount R |
|------|-------------|------|----------|------|----------|
|------|-------------|------|----------|------|----------|

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| Brought Forward       |                                                                                                                                                       |                |           |        |           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|--------|-----------|
| C11.7.2.4             | White lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                             | m <sup>2</sup> | 2.2       |        |           |
| C11.7.2.5             | Yellow lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                            | m <sup>2</sup> | 1.0       |        | Rate Only |
| C11.7.2.6             | Red lettering and symbols (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2))                                               | m <sup>2</sup> | 1.0       |        | Rate Only |
| C11.7.2.7             | Transverse lines, painted island and arrestor bed markings (any colour) (retro-reflective road-marking paint (water based paint applied at 0.6 l/m2)) | m <sup>2</sup> | 1.0       |        | Rate Only |
| C11.7.5               | Variations in rate of application:                                                                                                                    |                |           |        |           |
| C11.7.5.1             | White paint                                                                                                                                           | ℓ              | 1.0       |        | Rate Only |
| C11.7.5.2             | Yellow paint                                                                                                                                          | ℓ              | 1.0       |        | Rate Only |
| C11.7.5.3             | Red paint                                                                                                                                             | ℓ              | 1.0       |        | Rate Only |
| C11.7.5.4             | Retro-reflective beads                                                                                                                                | kg             | 2.2       |        | Rate Only |
| C11.7.7               | Road studs:                                                                                                                                           |                |           |        |           |
| C11.7.7.1             | Permanent road studs compliant to SANS 1442                                                                                                           | No             | 1.0       |        | Rate Only |
| C11.7.7.2             | Permanent road studs compliant to SANS 1463                                                                                                           | No             | 1.0       |        | Rate Only |
| C11.7.7.3             | Temporary road studs compliant to SANS 1442 or 1463                                                                                                   | No             | 1.0       |        | Rate Only |
| C11.7.7.4             | Solar powered road studs (no. of LED's & colours stated)                                                                                              | No             | 1.0       |        | Rate Only |
| C11.7.7.5             | Provision of temporary and permanent road studs                                                                                                       | prov sum       | 1.0       | R1.00  | Rate Only |
| C11.7.7.6             | Handling cost, profit and all other charges of sub item C11.7.7.5 (limited to a maximum of 10%)                                                       | %              | Rate Only | R10.00 | Rate Only |
| C11.7.7.7             | Installation only of surface bonded road studs with anchor shanks                                                                                     | No             | 1.0       |        | Rate Only |
| C11.7.7.8             | Installation only of surface bonded road studs without anchor shanks                                                                                  | No             | 1.0       |        | Rate Only |
| C11.7.7.9             | Installation only of embedded glass road studs                                                                                                        | No             | 1.0       |        | Rate Only |
| C11.7.7.10            | Installation only of temporary stick on road studs (including removal)                                                                                | No             | 1.0       |        | Rate Only |
| C11.7.8               | Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)                                                       | km             | 1.0       |        | Rate Only |
| C11.7.9               | Re-establishing the painting unit during the defects notification period and at other instances on instruction of the Engineer                        | No             | 1.0       |        | Rate Only |
| Total Carried Forward |                                                                                                                                                       |                |           |        |           |
| Item                  | Description                                                                                                                                           | Unit           | Quantity  | Rate   | Amount R  |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Brought Forward                  |                                                           |                |     |  |           |
|----------------------------------|-----------------------------------------------------------|----------------|-----|--|-----------|
| C11.7.10                         | Removal of existing, temporary or final road markings by: |                |     |  |           |
| C11.7.10.1                       | Sandblasting                                              | m <sup>2</sup> | 1.0 |  | Rate Only |
| C11.7.10.2                       | Water-jetting                                             | m <sup>2</sup> | 1.0 |  | Rate Only |
| C11.7.10.3                       | Overpainting as temporary measure                         | m <sup>2</sup> | 1.0 |  | Rate Only |
| C11.7.11                         | Removal of existing road studs                            | No             | 1.0 |  | Rate Only |
| Total Carried Forward To Summary |                                                           |                |     |  |           |

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| Item                  | Description                                                                                      | Unit           | Quantity | Rate | Amount R  |
|-----------------------|--------------------------------------------------------------------------------------------------|----------------|----------|------|-----------|
| C11.8                 | LANDSCAPING AND PLANTING PLANTS                                                                  |                |          |      |           |
| C11.8.1               | Trimming:                                                                                        |                |          |      |           |
| C11.8.1.1             | Machine trimming                                                                                 | m <sup>2</sup> | 1.0      |      | Rate Only |
| C11.8.1.2             | Hand trimming                                                                                    | m <sup>2</sup> | 1.0      |      | Rate Only |
| C11.8.2               | Trimming using machines for trimming or shaping<br>(alternative to subitem C11.8.1.1):           |                |          |      |           |
| C11.8.2.1             | Bulldozer                                                                                        | h              | 1.0      |      | Rate Only |
| C11.8.2.2             | Motor grader                                                                                     | h              | 1.0      |      | Rate Only |
| C11.8.3               | Preparing the areas for grassing:                                                                |                |          |      |           |
| C11.8.3.1             | Ripping                                                                                          | h              | 1.0      |      | Rate Only |
| C11.8.3.2             | Scarifying for loosening topsoil                                                                 | h              | 1.0      |      | Rate Only |
| C11.8.3.3             | Topsoiling within the road reserve where the following<br>materials are used:                    |                |          |      |           |
|                       | (a) Topsoil obtained from within the road reserve or<br>borrow areas                             | m <sup>3</sup> | 1.0      |      | Rate Only |
|                       | (b) Topsoil obtained from commercial sources by the<br>Contractor                                | m <sup>3</sup> | 1.0      |      | Rate Only |
| C11.8.3.4             | Topsoiling of borrowpits by using topsoil obtained from<br>borrow areas or from the road reserve | m <sup>3</sup> | 1.0      |      | Rate Only |
| C11.8.3.5             | Providing and applying chemical fertilisers and / or soil-<br>improvement material:              |                |          |      |           |
|                       | (a) Lime                                                                                         | t              | 1.0      |      | Rate Only |
|                       | (b) Superphosphate                                                                               | t              | 1.0      |      | Rate Only |
|                       | (c) Limestone ammonium nitrate                                                                   | t              | 1.0      |      | Rate Only |
|                       | (d) 2:3:2 (22)                                                                                   | t              | 1.0      |      | Rate Only |
|                       | (e) 3:2:1 (25)                                                                                   | t              | 1.0      |      | Rate Only |
|                       | (f) Other fertilisers and / or soil-improvement materials if<br>required                         | t              | 1.0      |      | Rate Only |
| C11.8.4               | Grassing:                                                                                        |                |          |      |           |
| C11.8.4.1             | The planting of grass cuttings (kikuyu)                                                          | ha             | 1.0      |      | Rate Only |
| Total Carried Forward |                                                                                                  |                |          |      |           |

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| Item                             | Description                                                                      | Unit           | Quantity | Rate  | Amount R  |
|----------------------------------|----------------------------------------------------------------------------------|----------------|----------|-------|-----------|
| Brought Forward                  |                                                                                  |                |          |       |           |
| C11.8.4.2                        | Sodding by using the following types of sods:                                    |                |          |       |           |
|                                  | (a) Nursery sods (kikuyu)                                                        | m <sup>2</sup> | 1.0      |       | Rate Only |
|                                  | (b) Veld sods                                                                    | m <sup>2</sup> | 1.0      |       | Rate Only |
| C11.8.4.3                        | Hydroseeding:                                                                    |                |          |       |           |
|                                  | (a) Providing an approved seed mixture for hydroseeding                          | kg             | 1.0      |       | Rate Only |
|                                  | (b) Providing an approved mulch                                                  | kg             | 1.0      |       | Rate Only |
|                                  | (c) Hydroseeding                                                                 | ha             | 1.0      |       | Rate Only |
| C11.8.4.4                        | Planting grass seed with an approved grass-planting machine                      | ha             | 1.0      |       |           |
| C11.8.4.5                        | Hand sowing                                                                      | m <sup>2</sup> | 1.0      |       | Rate Only |
| C11.8.4.6                        | Other methods (specify)                                                          |                |          |       |           |
| C11.8.5                          | Watering the grass when established by topsoiling only                           | kℓ             | 1.0      |       | Rate Only |
| C11.8.6                          | Watering the already planted grass, trees and shrubs during the growing season   | kℓ             | 1.0      |       | Rate Only |
| C11.8.7                          | Mowing the grass                                                                 | ha             | 1.0      |       | Rate Only |
| C11.8.8                          | Anti-erosion compound or hydraulic mulches                                       | kg             | 1.0      |       | Rate Only |
| C11.8.9                          | Trees and shrubs:                                                                |                |          |       |           |
| C11.8.9.1                        | Providing trees and shrubs:                                                      |                |          |       |           |
|                                  | (a) Trees                                                                        | No             | 1.0      |       | Rate Only |
|                                  | (b) Shrubs                                                                       | No             | 1.0      |       | Rate Only |
| C11.8.9.2                        | Planting and establishing:                                                       |                |          |       |           |
|                                  | (a) Trees, all types and sizes                                                   | No             | 1.0      |       | Rate Only |
|                                  | (b) Shrubs, all types and sizes                                                  | No             | 1.0      |       | Rate Only |
| C11.8.10                         | Unspecified work for landscaping                                                 | prov sum       | 1.0      | R1.00 | Rate Only |
| C11.8.11                         | Weeding all grass-seeded areas and the grass when established by topsoiling only | ha             | 1.0      |       | Rate Only |
| C11.8.12                         | Removal of undesirable vegetation                                                | m <sup>2</sup> | 1.0      |       | Rate Only |
| Total Carried Forward To Summary |                                                                                  |                |          |       |           |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

| Item                             | Description                                                | Unit | Quantity | Rate | Amount R |
|----------------------------------|------------------------------------------------------------|------|----------|------|----------|
| C11.9                            | FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS |      |          |      |          |
| C11.9.1                          | Finishing the road and road reserve:                       |      |          |      |          |
| C11.9.1.1                        | Dual carriageway road                                      | km   | 1.0      |      |          |
| C11.9.1.2                        | Single carriageway road                                    | km   | 2.2      |      |          |
| C11.9.2                          | Treatment of old roads and temporary deviations:           |      |          |      |          |
| -                                | Conventional construction methods                          | km   | 2.2      |      |          |
| C11.9.2.2                        | By hand only                                               | km   | 1.0      |      |          |
| Total Carried Forward To Summary |                                                            |      |          |      |          |
| Item                             | Description                                                | Unit | Quantity | Rate | Amount R |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN LEBALENG****BILL OF QUANTITIES**

|                                  |                                                                                             |        |       |            |            |
|----------------------------------|---------------------------------------------------------------------------------------------|--------|-------|------------|------------|
| C20.1                            | TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP                                              |        |       |            |            |
| C20.1.2                          | Special tests requested by the Engineer:                                                    |        |       |            |            |
| C20.1.2.2                        | Employer's contribution to other special tests:                                             |        |       |            |            |
|                                  | (a) Specify test                                                                            | PC sum | 1.0   | R50 000.00 | R50 000.00 |
|                                  | (i) Handling costs and profit in respect of item C20.1.2.2(a) (limited to a maximum of 10%) | %      | 10.00 | R50 000.00 | R5 000.00  |
| C20.1.3                          | Providing testing equipment:                                                                |        |       |            |            |
| C20.1.3.1                        | Core drill                                                                                  | No     | 1.0   |            | Rate Only  |
| C20.1.5                          | Financial contribution for an independent laboratory                                        | month  | 1.0   |            | Rate Only  |
| Total Carried Forward To Summary |                                                                                             |        |       |            |            |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

| SUMMARY OF SECTIONS |                                                                                                                                             |  |  |          |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--|--|----------|
| Section             | Description                                                                                                                                 |  |  | Amount R |
| 1                   | C1.2 GENERAL REQUIREMENTS AND PROVISIONS                                                                                                    |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND<br>GENERAL OBLIGATIONS                                                                             |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C1.4 FACILITIES FOR THE ENGINEER                                                                                                            |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C1.5 ACCOMMODATION OF TRAFFIC                                                                                                               |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C1.6 CLEARING AND GRUBBING                                                                                                                  |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C1.7 LOADING AND HAULING                                                                                                                    |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C2.1 GENERAL REQUIREMENTS AND TRENCHING<br>FOR SERVICES                                                                                     |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C3.2 CULVERTS                                                                                                                               |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C3.3 CONCRETE KERBING AND CHANNELING,<br>ASPHALT BERMS, CHUTES, DOWNPIPES,<br>CONCRETE, STONE PITCHED AND GABION<br>LININGS FOR OPEN DRAINS |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C4.2 CUT MATERIALS                                                                                                                          |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C4.3 EXISTING ROAD MATERIALS                                                                                                                |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C4.4 COMMERCIAL MATERIALS                                                                                                                   |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C5.1 ROADBED                                                                                                                                |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C5.2 FILL                                                                                                                                   |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C5.3 ROAD PAVEMENT LAYERS                                                                                                                   |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C5.4 STABILISATION                                                                                                                          |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C6.2 SEGMENTAL BLOCK PAVING LAYERS                                                                                                          |  |  |          |
|                     |                                                                                                                                             |  |  |          |
| 1                   | C11.7 ROAD MARKINGS AND ROAD STUDS                                                                                                          |  |  |          |

| Section | Description                           |  |  | Amount R |
|---------|---------------------------------------|--|--|----------|
| 1       | C11.8 LANDSCAPING AND PLANTING PLANTS |  |  |          |

**MAQUASSI HILLS LOCAL MUNICIPALITY****UPGRADING OF GRAVEL ROADS TO BLOCK PAVING AT KALANGA, MOLALE, WILLIAM OLIFANT STREET IN  
LEBALENG****BILL OF QUANTITIES**

|                                                                     |                                                                     |  |  |  |
|---------------------------------------------------------------------|---------------------------------------------------------------------|--|--|--|
|                                                                     |                                                                     |  |  |  |
| 1                                                                   | C11.9 FINISHING THE ROAD AND ROAD RESERVE<br>AND TREATING OLD ROADS |  |  |  |
|                                                                     |                                                                     |  |  |  |
| 1                                                                   | C20.1 TESTING MATERIALS AND JUDGEMENT OF<br>WORKMANSHIP             |  |  |  |
|                                                                     |                                                                     |  |  |  |
|                                                                     | SUBTOTAL                                                            |  |  |  |
|                                                                     |                                                                     |  |  |  |
|                                                                     | Add 15% VAT                                                         |  |  |  |
| Total Carried Forward to Summary of Schedules (Excl..Contingencies) |                                                                     |  |  |  |

|                                |
|--------------------------------|
| <b>PART C3: SCOPE OF WORKS</b> |
|--------------------------------|

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### **C3.1 DESCRIPTION OF WORKS**

Note that dimensions and quantities stated in this description are approximate and for demonstration of order size purposes only.

#### **C3.1.1 Employer's Objective**

The Municipality is embarking on a project to upgrade gravel roads to block paving within the Maquassi Hills Local Municipality. The purpose of this project is to upgrade the existing internal gravel roads around Lebaleng township to blockpavers. The access is currently served by a combination of arterial and access roads. The overall project involves the construction of approximately one thousand five hundred meters of urban access roads. To cater for proper stormwater management, a total length of 3 050 meters of concrete stormwater pipes shall be constructed ranging from 600mm diameter to 1 200mm diameter. The roads are to be constructed in accordance with SABS standards and will have a pavement layer consisting of a sub-grade, selected, stabilize sub-base and interlocking block paving surface.

Objectives during construction are to provide black economic enterprise contractors with a substantial portion of the work, provide work and training to local and other labourers and to execute the work with a high degree of safety.

#### **C3.1.2 General Description of the Project Route**

The project site is in Maquassi Hills Local Municipality, in Lebaleng township. The location of the road is shown on the Locality Plan bound into this document.

#### **C3.1.3 Extent of Works**

**The main work items to be undertaken involves the following:**

Under this Contract, the Maquassi Hills Local Municipality intends to upgrade about one thousand and five hundred meters of internal roads within Lebaleng township. Under this contract, the successful Contractor will be required to undertake the following works:

- Construction of block paved roads 5m wide with kerbs on either side of the road
- Relocation of services (water pipeline, sewers and other services, etc)
- Setting out of the road works
- Bulk earthworks.
- Construction of layer works
- Trench excavations for services (Stormwater drainage, culvert etc).

- Site clearing, and rehabilitation of areas affected by construction activities
- Construction of temporary road deviations to cater for existing traffic and reinstatement thereof on completion of the contract in accordance with the requirements stipulated in the Environmental Management Programme (EMP).
- Labour based construction methods will be used along relevant portions of the project considered to be safe and/or appropriate to undertake such works.
- Construction of a formalised surplus material stockpile (for future use on extensions to the project), site landscaping, top soiling and rehabilitation of all disturbed areas in accordance with the requirements of the Environmental Management Plan.
- Construct stormwater pipes / and culverts, inlet and outlet structures.
- Erect road signs.
- Clean road reserve and cut the grass.
- Construct drainage structures.

Layer works shall include the following:

The following designs are applicable for this contract:

Surfacing: 80 mm interlocking grey block pavers with 20mm layer of sand.

Subbase: 150mm thick stabilized (C4) gravel sub-base layer (imported G6) compacted to 100% Maximum Dry Density.

Selected: 150mm thick gravel selected layer (imported G7) compacted to 93% Maximum Dry Density.

Subgrade: In-Situ roadbed: Rip and re-compacted to 93% Maximum Dry Density.

#### **C3.1.4 Temporary Works**

Temporary works under this project will specifically include inter alia.

- Construction of temporary bypasses to deal with traffic during construction.
- Provision of trench coverings for minor tracts and residential accesses.
- Traffic control during construction operations.
- Barricading and signposting for the duration of the contract.

#### **C3.1.5 General Information**

##### **C3.1.5.1 Accommodation of Traffic**

The accommodation of traffic during the construction of all the phases of the project forms an integral part of the project.

The existing roads shall at all times be open to allow for access to and from adjacent properties. The required proposal by the Contractor for the accommodation of traffic must be submitted to the Engineer at least one week before the date of the intended implementation to enable the Engineer to obtain approval from Maquassi Hills local Municipality.

The contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all additional costs which may arise from this, and no claims for extra payment following on inconvenience caused by or as a result of the *modus operandi* to be followed, will be considered.

The travelling public shall have the right of way on public roads, and the Contractor shall apply suitable approved methods for controlling the movement of his equipment and vehicles in such a way that the latter will not constitute a hazard on the roads.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to bring the Works to a stop until the road signs, etc., have been repaired to his satisfaction.

The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

##### **C3.1.5.2 Services**

Due to the nature of the construction, it is not anticipated that any services will be affected. However, the contractor shall do a reconnaissance of the route for possible services that may be affected.

##### **C3.1.5.3 Construction Materials**

Gravel materials required for construction work are not available on the site and shall be obtained from commercial sources. Concrete and making-up material shall be obtained from commercial sources.

##### **C3.1.5.4 Drawings**

All drawings necessary to complete the works are bound in Volume 4: Contract Drawings. The drawings indicating the extent of the works along the road are for tendering purpose only. The final extent of the work will be as instructed by the engineer.

Any information in the possession of the contractor which is required by the resident engineer to complete his as-built drawings shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before commencing any structural work. The contractor shall check all clearances given on the drawings and shall inform the engineer of any discrepancies.

#### **C3.1.5.5 Power Supply and other Services**

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

#### **C3.1.5.6 Water for Construction Purposes**

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

#### **C3.1.5.7 Construction in Confined Areas**

It may be necessary for the Contractor to work within confined areas. No additional payment will be made for work done in restricted areas, except in the case of structures as described in Subclause 6108(d) of the Standard Specifications. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

#### **C3.1.5.8 Contractor's Camp Site**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of camps is subject to the approval of the engineer. Camp sites within the road reserve will not be permitted.

The establishment of all labour, plant and materials on site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility; however:

- Provision has been made in the Schedule of Quantities for the Contractor to tender for his independent establishment on site;
- Base camp(s) established by the Contractor for his use must be approved by the Engineer before the Contract begins and this approval must be obtained in writing but must also meet the approval of the local authorities, headmen or residents associations, as well as the Environmental Management Programme with regard to batching plants, bitumen storage areas and plant maintenance areas.

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with at least two cell phones which will be paid for under Item specified in schedule of quantities. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

#### **C3.1.5.9 Security**

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard shall be considered by the employer. The Contractor shall also be responsible for the security of the areas around the Engineer's offices.

#### **C3.1.5.10 Programme of the Work**

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work. Detailed directives for compiling the programme of work are given in clause B1204 of section 1200 of the project specifications.

It shall be noted that the specified contract period is six months.

#### **C3.1.5.11 Environmental Requirements**

The Contractor shall be responsible for implementing and managing an Environmental Management Plan (also referred to as the "Environmental Management Programme") in terms of C3.5.2.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in C3.5.2. The Contractor shall prepare a detailed Method Statement to the Engineer detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his own cost and to the satisfaction of the Engineer.

(Refer C3.5.2: Environmental Management Plan).

#### **C3.1.5.12 Minimum requirements for sub-contractors, females, local labour and training**

Refer to Clause C3.3 relating to procurement and training.

#### **C3.1.5.13 Labour Enhanced Construction**

(Refer C3.3.3: Labour Enhanced Construction).

#### **C3.1.5.14 Training**

(Refer C3.3.5: Training).

#### **C3.1.5.15 Occupational Health and Safety (OHS)**

(Refer C3.5.1: Occupational Health and Safety Act 1993: Health and Safety Specification.

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

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2014 issued in February 2014 by the Department of Labour. Contractor to complete Schedules T2.1 K: Occupational Health and Safety.

The additional specification regarding health and safety issues on this contract have been included in Part C3.5: Management.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to the Employer (Client) and employer in his own right for the execution of the contract, and he shall enter into an agreement in respect of the Occupational Health and Safety Act in the schedule as included in Part T2.4: Other Schedules and Documents that will be Incorporated in the Contract (Schedule T2.4 B).

**(b) Health and Safety Specifications and Plans to be submitted at tender stage**

**(i) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

**(ii) Tenderer's Health and Safety Plan**

***The Tenderer shall submit with his tender sufficient proof that he has a Health and Safety Plan in place. The Contractor will, however, have to submit his Health and Safety Plan on request by the Employer during the tender evaluation stage.***

***In terms of the OHS Act the tender will be disqualified if the tenderer has no Health and Safety Plan.***

***The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.***

The Contractor shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of an approved Health and Safety Plan.

**C3.1.5.14 Temporary latrines**

The Contractor shall provide sufficient portable chemical latrine units for the use of his employees. Furthermore, the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's time-related obligations.

## C3.2 ENGINEERING DESIGN

### C3.2.1 Design

- The employer is responsible for the design of the permanent Works as reflected in these 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 as-built drawings.

### C3.2.2 Employer's Design

#### C3.2.2.1 Detail description of Works

- **Pavement Design:**

The following pavement design is appropriate to this project:

#### Pavement Design for roads

| Layers    | Description                                                                          | Thickness (mm) |
|-----------|--------------------------------------------------------------------------------------|----------------|
| Surfacing | Grey Interlocking block pavers with 20mm sand                                        | 80             |
| Subbase   | Stabilized gravel (imported G6) layer to (C4) compacted to 100% Maximum Dry Density. | 150            |
| Selected  | Gravel layer (imported G7) compacted to 93% Maximum Dry Density                      | 150            |
| Subgrade  | Insitu: Ripped, shaped and re-compacted to 93% Maximum Dry Density                   | 150            |

- **Road Signs:** Road signs shall be installed where required by the Engineer.
- **Drainage:** All drainage and drainage structures are to be cleared, cleaned, constructed, repaired and reinstated. Where elements of drainage structures are missing, these shall be constructed.

### C3.2.3 Drawings

The drawings for the design of the permanent Works are bound in Volume 4 or as supplied during the contact. Contractor and engineer to maintain master lists indicating the supply and revision of such documents. The contractor will be supplied with one set of A1 plans and a CD containing all the plans. He can have copies made as required at his own cost.

### C3.2.4 Design Procedures

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

### **C3.3 PROCUREMENT, LOCAL LABOUR AND TRAINING**

#### **C3.3.1 Procurement**

##### **C3.3.1.1 Minimum Preferential Procurement Requirements**

The following minimum preferential procurement requirements apply:

- (a) Empowerment of Subcontractors and Females

#### **Contract Participation Goal**

It is required that:

A Contract Participation Goal of at least 30% of the Contract Price excluding VAT, contingencies and P&Gs be achieved by the Contractor to benefit local black emerging contractor(s) which is 51% owned by youth/women (black).

### **TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR**

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). 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 F: Requirements of the 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 G: 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:

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

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

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Total value of the project (excluding VAT)})}$$

The minimum required content of such local labour for this project shall be **10 %**.  
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 total value of the project shall be the amount of the Tender Offer.

### C3.3.1.2 Definitions

#### Percentages stated in clause C3.3.1.1 (a)

Percentages of the Contract Value (Excluding VAT) are calculated from the agreed financial values of the work performed by the various types of sub-contractors excluding VAT, based on the appropriate quantities in the contractor's approved statements of payment (in terms of clause 6.10 of the General Conditions of Contract), including the applicable proportional values of general costs derived from sections 1200, 1300, 1400 and 1500 of the Bill of Quantities. In the event that agreement cannot be reached, the engineer's ruling shall prevail.

#### Specific Goals

The certified status goal in-terms of the Preferential Procurement Regulations 2022.

Qualifying Small Enterprises (QSE's) or Exempted Micro Enterprises (EME's)

EME's are deemed to have the status of a level 4 contributor and in instances where black ownership is greater than 50%, the status of a level 3 contributor.

#### Average weighted equivalent Specific Goals

The Average Weighted Specific Goal =

$$\left( \frac{\sum (s \times v)}{\sum (v)} \right)$$

$\Sigma$  = The sum of the values in parenthesis ( )

S = status level of each individual, QSE or EME sub-contractor

V = Value of the work performed, including the proportion of General costs incurred, by each individual QSE or EME Sub-contractor.

#### Female Owned

Female owned enterprises are enterprises that can provide proof of more than 50% female ownership, in the form of written certification by a registered professional auditor.

#### Worker

As defined in Part C of the project specifications.

#### Salaries and Wages

The total gross remuneration of the workforce, (as defined in Part C of the Project Specification) as reported regularly to the engineer in an acceptable format.

The gross remuneration shall exclude the proportions of salaries and wages of labourers when such workers are not performing work directly related to the contract.

The gross remuneration shall only include the remuneration or proportional remuneration of :

- Key Personnel
- The Workforce
- Local Labour\*
- Sub-contractors
- The Community Liaison Officer\*
- Other labour specifically approved by the engineer.

As defined in Part C of the Project Specifications

The engineer may require certification by a registered professional auditor of the values reported.

#### Local Labour

“Local labour” are defined in Part C of the Project Specifications.

#### Youths

Youths are Local Labour between the ages of 15 and 35.

#### C3.3.1.3 QSE and EME Subcontractor work.

The contractor is expected to demonstrate to what extent he can meet the minimum requirements (See C3.3.1.5 hereafter).

In order to further assist the contractor to attain and exceed the minimum requirements stated in Clause C3.3.1.1 (a) above, the CLO and the employer's social facilitator (as defined in Part C of the Project Specifications) will provide the contractor with a list of local QSEs and ESEs.

Examples of some of the construction activities included in the works which are considered suitable to be undertaken by QSE and EME sub-contractors include:

- Supply of construction materials,
- Provision of traffic control facilities,
- Management of traffic control facilities and traffic safety as part of the accommodation of traffic,
- Erection and maintenance of the contractor's camp site,
- Removal of trees,
- Construction of concrete paving, kerbs and channels,
- Manufacture of pre-cast concrete elements,
- Construction of concrete walkways,
- Finishing off cut and fill slopes,
- Construction of minor concrete drainage elements such as side drains, catchpits, manholes, etc.
- Construction of side drains,
- Installation of stormwater pipes,
- Relocation/protection of services,
- Installation of subsoil drains,
- Cartage of materials,
- Cleaning out of pipe culvert inlet and outlet structures,
- Erection of temporary and permanent road signs,
- Erection of guardrails,
- Finishing of the road and road reserve,
- Construction of service roads.
- Stone pitching
- Landscaping

The contractor is encouraged to innovate and add additional activities.

#### C.3.3.1.4 Examples of Employment Creation

Key objectives of this contract are:

- That Local Labourers that are employed during the course of the contract (as specified in Part C of the Project Specification), be permanently employed (i.e., for at least 230 person days).
- That work on the project be performed in a way which will maximize employment through the utilization of labour intensive instead of mechanical intensive construction methods.

The following activities included in the works are examples of work considered as suitable for labour enhanced construction:

- Site establishment
- Clearing and grubbing in areas without trees
- Accommodation of Traffic
- Mixing of concrete/soilcrete for minor concrete works
- Laying of concrete block paving, kerbs and channels
- Excavations for minor concrete drainage structures and kerbing
- Construction of variable depth side drains (normal side drains are part of bulk earthworks)
- Excavation and backfilling of pipes and culverts
- Finishing of the road and road reserve
- Construction of subsoil drains
- Excavations for road signs
- Clearing the fence line and erection of fencing
- Brooming of slush on crushed stone bases
- Spreading of topsoil and application of fertilizers on areas for grassing
- Grass sodding.

The contractor is encouraged innovate and add additional activities.

Labour enhanced construction activities, shall be clearly identified by the contractor and approved by the engineer.

No variation in payment shall be made for labour enhanced work identified by the contractor.

#### C3.3.1.5 Demonstrating how the minimum Preferential Procurement requirements are to be achieved.

The contractor shall take cognisance of the minimum criteria and their contribution to the utilisation of employment creation. Within six (6) weeks after the commencement date he will be required to demonstrate how he proposes to achieve the minimum requirements in Clause C3.3.1 (a) and (b) above.

#### C3.3.1.6 Penalties for failure to comply with the minimum requirements of Clause 3.3

Failure or refusal on the part of the contractor to take the necessary steps to ensure that the required Minimum Empowerment of Subcontractors and Females (MESF) is achieved, shall be sufficient cause for the engineer to deduct penalties as follows:

MESF Penalty = Tender sum (excluding CPA & VAT) x (required MESF% -actual MESF %)

Failure, or refusal on the part of the contractor to take the necessary steps to ensure that the required percentages of Minimum Employment Creation (MEC) are met, shall be sufficient cause for the Engineer to deduct penalties as follows:

---

MEC Penalty = Tender sum (excluding CPA & VAT) x (required MEC % - actual MEC %)

The penalty amounts shall be agreed between the contractor and the engineer. In the event that agreement of the penalties' amounts cannot be reached, the engineer's ruling shall prevail.

The contractor agrees that the penalty amounts maybe deducted from the contractor's payment certificates

No additional payment (negative discounts) will be applicable if the contractor exceeds the minimum requirements.

#### C3.3.2 Compulsory training

Compulsory training shall be implemented for local Labour, QSE's and EME's by the contractor as specified in Part D of the Project Specifications.

Provisional sums are included in COTO Bill of Quantities for accredited training providers. This sum will be spent at the sole discretion of the engineer in consultation with the employer.

The contractor will, inter alia be responsible for:

- Arranging Construction Education and Training Authority (CETA) approved courses (Payment being by way of the Provisional Sum allowances in the Bill of Quantities).
- Payment of trainees' wages during training (the contractor will be reimbursed for these wages by way of the Provisional Sum allowances in the Bill of Quantities)
- Provision of training facilities and, if required, transport to the training, venue; (Payment to the contractor being included in the contractor's General obligations as specified in section 1300 of the Project Specifications).

The attendance and completion of each course by selected individuals must be CETA certified, and copies of such certificates must be submitted to the engineer.

No additional payment shall be made for informal training.

### C3.3.2 SUBCONTRACTING

#### C3.3.2.1 Scope of mandatory subcontract works

The following portions of the works shall be subcontracted to CIDB registered Contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the SAFCEC General conditions of subcontract (2003 edition) with minimal project specific variations and amendments that do not change their intended usage.

#### C.3.3.2.2 Preferred subcontractors / suppliers

Preference should be granted to the employment of local competent subcontractors in order to encourage local skills development and experience. The resource of materials or supplies should be preferably sourced locally unless the items are specialized.

### **C3.3.2.3 Subcontracting procedures**

Portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. . The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the SAFCEC General conditions of subcontract (2003 edition) with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall immediately enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the **COTO the Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020 Edition**.

The following SANS specifications are also referred to in this document, and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

|                          |                                                                                                                    |
|--------------------------|--------------------------------------------------------------------------------------------------------------------|
| SANS 10396: 2003:        | Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures                  |
| SANS 1914-1 to 6 (2002): | Targeted Construction Procurement                                                                                  |
| SANS 1921 – 1 (2004):    | Construction and Management Requirements for Works Contracts<br>Part 1: General Engineering and Construction Works |
| SANS 1921-5 (2004):      | Generic Labour-Intensive Specification<br>Part 5: Earthworks.                                                      |

and where accommodation of traffic is involved:

|                     |                                                                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| SANS 1921-2 (2004): | Construction and Management Requirements for Works Contracts<br>Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor. |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

#### **C3.4.2 PROJECT SPECIFICATIONS: GENERAL**

These specifications shall address project specific matters such as:

|      |                                                                       |
|------|-----------------------------------------------------------------------|
| PS-1 | Project Description                                                   |
| PS-2 | Description of the Site and Access                                    |
| PS-3 | Details of the Works                                                  |
| PS-4 | Construction Management Requirements                                  |
| PS-5 | Expanded Public Works Programme (EPWP) labour intensive specification |

### **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

Project Specifications Relating to the Standard Specifications and Other Additional Specifications

|            |                                              |
|------------|----------------------------------------------|
| Chapter 1  | General                                      |
| Chapter 2  | Services                                     |
| Chapter 3  | Drainage                                     |
| Chapter 4  | Earthworks and Pavement Layers: Materials    |
| Chapter 5  | Earthworks and Pavement Layers: Construction |
| Chapter 6  | Concrete Layers                              |
| Chapter 11 | Ancillary Road Works                         |
| Chapter 20 | Quality Assurance                            |

#### **C3.4.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

##### **C3.4.3.1 General Conditions of Contract Referred to in the Standard Specifications**

The references to the General Conditions of Contract appearing in the COTO Standard Specifications refer to the General Conditions of Contract for Construction Works 2015.

### **C3.4.3.2 Particular Project Specifications**

The following specifications, in addition to the standard specification, apply:

#### **SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

1. General
2. Training and Induction of Employees
3. Complaints Register and Environmental Incident Book
4. Site Cleanliness and Neatness
5. Access
6. Borrow Pits
7. Dust Control / Air Quality
8. Fauna
9. Fire Prevention and Control
10. Grave Sites
11. Materials Handling and Spills Management
12. Noise
13. Pollution Control
14. Rivers and Streams
15. Safety
16. Soil Management
17. Worker Conduct
18. Traffic Disturbances and Diversions
19. Vegetation
20. Waste Management

#### **SECTION DWK: DAYWORKS**

1. Scope
2. Type of Work
3. Materials
4. Construction Plant Hire
5. Salaries and Wages of Workmen
6. Measurement and Payment

#### **SECTION OHS: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

1. Introduction and Background
2. Pre-construction Health and Safety specification
  - 2.1 Scope
  - 2.2 Interpretations
  - 2.3 Minimum Administrative requirements
  - 2.4 Health and Safety Induction, Training and Equipment
  - 2.5 Preliminary Hazard Identification and Risk Assessment
  - 2.6 Permits
  - 2.7 Incentives and Penalties
  - 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical OH&S Plan

### **C3.4.4 SPECIFIED MANAGEMENT REQUIREMENTS**

The requirements stated in the Management part of the contract shall be considered as further specified requirements of the contract.

## **PROJECT SPECIFICATIONS**

### **MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

## 1 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

- i) Guidelines for the provision of engineering services and amenities in residential township development by the National Housing Board (Red book).
- ii) Standardized Specification 719 as supplied by the South African Bureau of Standards

### C3.4.1.3 Particular/generic specifications

#### C3.4.1.3.1 Generic Labour Specification

##### 01 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

##### 02 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this Contract, the requirements of this specification shall prevail.

##### 03 Hand excavate-able material

Hand excavate-able material is material:

- a) granular materials:
  - a. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dens, or dense; or
  - b. 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 (DCP) is required to penetrate 100mm.
- b) cohesive materials:
  - a. whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - b. 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 (DCP) is required to penetrate 100mm.

NOTE:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

A Dynamic Cone Penetrometer (DCP) is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

| GRANULAR MATERIALS | COHESIVE MATERIALS |
|--------------------|--------------------|
|--------------------|--------------------|

| CONSISTENCY | DESCRIPTION                                                                                                 | CONSISTENCY | DESCRIPTION                                                                                                                                                                       |
|-------------|-------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Very loose  | Crumbles very easily when scraped with a geological pick                                                    | Very soft   | Geological pick head can easily be pushed in as far as the shaft of the handle                                                                                                    |
| Loose       | Small resistance to penetration by sharp end of a geological pick                                           | Soft        | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure                                                     |
| Mediumdense | Considerable resistance to penetration by sharp end of a geological pick                                    | Firm        | Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade |
| Dense       | Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation | Stiff       | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers                                               |
| Very dense  | High resistance to repeated blows of a geological pick                                                      | Very stiff  | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point                                                                            |

#### **04 Trench excavation**

All hand excavate-able material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

#### **05 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand tampers.

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a Dynamic Cone Penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **06 Excavation**

All hand excavate-able material including topsoil classified as hand excavate-able shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### **07 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

#### **08 Shaping**

All shaping shall be undertaken by hand.

#### **09 Loading**

All loading shall be done by hand, regardless of the method of haulage.

#### **10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

#### **11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

#### **12 Spreading**

All material shall be spread by hand.

#### **13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

#### **14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

### 15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

### 16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry unit and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that eight workers can conveniently and simultaneously acquire a proper hand hold on them.

#### C3.4.1.3.2 Labour intensive competencies for supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2004 to 30 June 2005, is registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April to 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

TABLE 1: Skills Programme for Supervisory and Management Staff

| Personnel               | NQF level | Unit standard titles                                                                              | Skills programme description              |
|-------------------------|-----------|---------------------------------------------------------------------------------------------------|-------------------------------------------|
| Team leader/ supervisor | 2         | Apply Labour Intensive Construction Systems and Techniques to Work Activities                     | This unit standard must be completed, and |
|                         |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards         |
|                         |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                           |
|                         |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                           |
| Foreman/ supervisor     | 4         | Implement labour intensive Construction Systems and Techniques                                    | This unit standard must be completed, and |
|                         |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards         |
|                         |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                           |

| Personnel                                                                                           | NQF level | Unit standard titles                                                                   | Skills programme description                       |
|-----------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------|----------------------------------------------------|
|                                                                                                     |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures | any one of these 3 unit standards                  |
| Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site. | 5         | Manage Labour Intensive Construction Processes                                         | Skills Programme against this single unit standard |

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265-5900)

#### C3.4.1.3 Certification by recognized bodies

The contractor must be registered with CIDB

#### C3.4.1.4 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 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 workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer three(3) 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 Subclause 6.10.1.4 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.

### C3.4.2 Plant and materials

#### C3.4.2.1 Plant and materials supplied by the employer

The Employer shall not supply any plant or materials.

#### C3.4.2.2 Materials, samples and shop drawings

##### (a) Samples

Materials or works which do not conform to the approved samples submitted in terms of Subclause 7.4.1 of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

### **C3.4.3 Construction equipment**

#### **C3.4.3.1 Requirements for equipment**

The construction methods adopted and plant and equipment used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect to the nature of the Works to be executed and the standards to be achieved in the Contract. The contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

#### **C3.4.3.2 Equipment provided by the employer**

The Employer shall not supply any equipment.

#### **C3.4.4 Existing services**

##### **C3.4.4.1 Known services**

The Contractor should consult the relevant municipal departments in order to obtain information as to the location of known services. There are no guarantees provided as to accuracy of information provided by the relevant services providers and the contractor accepts the risk associated therewith.

##### **C3.4.4.2 Treatment of existing services**

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

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

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

##### **C3.4.4.3 Use of detection equipment for the location of underground services**

The engineer may order the contractor to appoint a specialist service provider that uses specialized detecting methods.

##### **C3.4.4.4 Damage to services**

Any damage to a known service or a service indicated on a wayleave caused as a result of acts by the contractor, his sub-contractors or their respective employees, shall be repaired at the contractor's expense.

##### **C3.4.4.5 Reinstatement of services and structures damaged during construction**

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water

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

#### C3.4.5 Site establishment

##### C3.4.5.1 Services and facilities provided by the employer

#### **(a) Water sources**

A reticulated potable water supply is available in the vicinity of the Site.

The responsible water supply authority in the area of the Site is the Maquassi Hills Local Municipality, applicable Regional or Area Office.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.5.2(b): Water, wish to utilise such water supply, he shall himself 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 C3.4.5.2(b), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule 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**

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is the Maquassi Hills Local Municipality, applicable Regional or Area Office.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.5.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.5.2(c), 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 electricity supply authority in respect of electrical power 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 C3.4.5.2(c), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bidden by the Contractor for the various other items listed in the Schedule 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) Excrement disposal**

A reticulated water-borne sewage disposal system exists in the vicinity of the Site.

The responsible sewage disposal authority is the Maquassi Hills Local Municipality.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.5.2 (d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of subclause C3.4.5.2 (d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal 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-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated 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 C3.4.2.2 (d), be deemed to be included in the sums bidden by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities.

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

#### **(d) Area for contractor's site establishment**

A specific area in close proximity to, or on the Site of the Works, will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. 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 Bid.

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 bidden Preliminary and General items until the facility has been provided or restored as the case may be.

(i) Site Office accommodation

The contractor shall provide on the site, within his site establishment facility one office for the engineer. The office for the engineer must be a pre-fabricated building 6m x 3,5m in size, painted with two coats of paint, white interior and yellow exterior, two windows and one lockable steel door. Furniture must consist of two neat wooden desks ± 1,2m x 0,6m with 6 chairs and two lockable steel cabinets. The office must be supplied with two wall sockets and fluorescent lighting (two 1,2m lights).

(ii) Carports

The Contractor shall provide on Site for the duration of the Contract, two carports for the exclusive use of the Engineer. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall at least be 20m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be placed so as to provide easy and convenient access to the Engineer's office.

(iii) Contract name boards

The Contractor shall provide, erect and maintain one contract name board at such positions and locations as are directed by the Engineer.

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Engineer's written approval in respect of all names and wording to appear on the contract name boards.

(iv) Survey equipment and assistants

(a) Survey equipment

Whenever reasonably required by the Engineer, the Contractor shall make available to the Engineer or his representative, the following additional survey equipment:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall make available to the Engineer or his representative, the following additional survey equipment:

- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;
- 1 Distomat, complete with tripod and fully charged battery.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(b) Survey assistants

The Contractor shall, in accordance with the requirements of the project specifications of this Contract, make available to the Engineer, two (2) survey assistants upon request by the engineer.

(v) Telephone, fax and e-mail facilities

The Contractor shall provide on Site for the duration of the Contract, the following telephone facilities for the use of the Engineer and his Representative:

- One (1) Cellphone handset.
- No Telkom lines are required.
- Vodafone (or similar) Mobile connect modem with initial 5Gb prepaid data.

(vi) Computer facilities

The Contractor shall, for the duration of the Contract, provide the computer equipment together with the software specified hereunder, for the exclusive use of the Engineer and his staff:

- 1 computer
- 1 colour printer, scanner and copier multi-function device - **Samsung CLX 3175** or equivalent compatible.

The computers shall comply with the following minimum specifications:

- Intel Core 2 - 2.66 GHz processor
- 2.0 Gb RAM
- 250 Gb hard disk drive
- 101 Type keyboard
- 19" LCD Flatron screen
- DVD writer

- 8 Mb AGP display adapter
- One parallel and two serial ports
- Mini-tower case, including 220 V power supply unit
- Three-button mouse with mouse pad
- USB 3G internet connection modem

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Latest Microsoft Windows
- (b) Latest Microsoft Office Professional

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff. The Contractor shall further provide at his own cost, all paper and ink cartridges and other consumables reasonably required by the Engineer.

#### **(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 necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters 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 bidden 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 bidden rates and prices.

**(d) Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bidden Preliminary and General items.

**C3.4.5.3 Storage and laboratory facilities**

**(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) Testing and quality control**

**i) Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

**ii) Additional testing required by the Engineer**

In addition to the provisions of subclause C3.4.2.4 (b) (i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.4 (b) (i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

iii) Costs of testing

(a) Tests in terms of subclause C3.4.2.4(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.4(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.4(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.4(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.5.4 Other facilities and services

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor shall fence the area around his offices, stores and sheds (i.e. the "camp") with adequate security fences to ensure that unauthorised persons do not enter the "Camp" area. The rate must include all costs for the installation, maintenance and removal of the fencing in addition to all other facilities as required by the Contractor for his own purposes and as specified.

**C3.4.5.5 Extension of time due to abnormal rainfall**

(a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:  
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.  
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw= Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw= Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

(b) The rainfall records at Lebaleng are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

The statistical rainfall data applicable to the contract is:

| STATISTICAL INFORMATION: SWARTRUGGENS: 1920-2011 |                                                                                                               |                              |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------|
| Month                                            | RAINFALL                                                                                                      |                              |
|                                                  | Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received | Rn =Average monthly rainfall |
| January                                          | 3.7                                                                                                           | 142                          |
| February                                         | 3.2                                                                                                           | 104                          |
| March                                            | 2.7                                                                                                           | 84                           |
| April                                            | 1.6                                                                                                           | 47                           |
| May                                              | 0.5                                                                                                           | 19                           |
| June                                             | 0.3                                                                                                           | 10                           |
| July                                             | 0.2                                                                                                           | 5                            |
| August                                           | 0.2                                                                                                           | 6                            |
| September                                        | 1.5                                                                                                           | 11                           |
| October                                          | 1.5                                                                                                           | 61                           |
| November                                         | 2.8                                                                                                           | 88                           |
| December                                         | 3.2                                                                                                           | 132                          |
| <b>TOTAL</b>                                     | <b>20.4</b>                                                                                                   | <b>710</b>                   |

(c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

(d) The Contractor's claims in terms of Subclause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month shall be submitted in writing to the Engineer monthly; provided always that:

- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
- (ii) the 28-day period allowed to the Engineer in terms of Subclause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days. The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

(e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.5.5(a) above; provided always that

- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
- (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
- (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
- (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

(f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

(g) 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 Clause 42 and Clause 48 of the Conditions of Contract.

#### **C3.4.6 Site usage**

No labourers will be allowed to reside at the site camp except for security personnel (maximum of 2).

#### **C3.4.7 Permits and way leaves**

The Employer shall if required, be responsible to obtain all the wayleave required for this Contract.

### **C3.4.8 Sources of Material**

Backfill material for this contract will be either from commercial sources, pipe trenches or borrow pits as scheduled.

Bedding material and fill blanket material will be either from pipe trenches, borrow pits or commercial sources as scheduled.

Only ready-mix concrete shall be used unless otherwise approved by the engineer.

### **C3.4.9 Properties**

#### **C3.4.9.1 Inspection of adjoining 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. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

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.

#### **C3.4.9.2 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.

#### **C3.4.10 Survey control and setting out of the works**

The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day.

#### **C3.4.11 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.

#### **C3.4.12 Construction in restricted areas**

Working space in areas may be 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 bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered unless otherwise scheduled.

#### **C3.4.13 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 bidden 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.

#### **C3.4.14 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 bidden 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.

#### **C3.4.15 Spoil Area**

The Engineer will instruct the Contractor if material is to be spoiled in any place except the approved site as presented by the contractor on site. No indiscriminate spoiling will be allowed. All spoil must be neatly levelled as the contract progresses.

#### **C3.4.16 Blasting**

The Contractor must adhere to all Safety Regulations to prevent damage to properties. Should rock be encountered it will be removed by controlled blasting methods as approved by the engineer. The contractor will submit full details of his intended rock excavation method for approval by the Engineer.

#### **C3.4.17 Supervision and Control**

The Contractor must provide competent supervising personnel with all transport, instruments, tools etc to do their own quality control. It is not the duty of the Engineer's representative to act as foreman or surveyor on site and he may elect to do his own control testing when he wishes to do so.

#### **C3.4.18 VARIATIONS AND ADDITIONS TO COTO SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

There were no variations and additions to the COTO Standardized Specifications referred to for this Contract.

## **2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or 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.

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.

**C3.5: MANAGEMENT**

**C3.5.1 MANAGEMENT OF THE WORKS**

**C3.5.1.1 Applicable SANS and SANS standards**

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1 : General
- ii) SANS 1921-2 : Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-3 : Structural steelwork
- iv) SANS 1921-4 : Third party management support
- v) SANS 1921-5 : Earthworks activities which are to be performed by hand
- vi) SANS 1921-6 : HIV/AIDS Awareness

b) The specification data applicable to the SANS 1921 standards referred to in a) are as follows:

| Standard           | Clause                 | Specification Data                                                                                            |
|--------------------|------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>SANS 1921-1</b> | <b>Essential Data:</b> |                                                                                                               |
|                    | 4.1.7                  | There are no requirements for drawings, information and calculations for which the Contractor is responsible. |
|                    | 4.2.1                  | The responsibility strategy assigned to the Contractor for the works is A.                                    |
|                    | 4.9.3                  | The trees and shrubs which are not to be disturbed are identified in the Scope of Works.                      |
|                    | 4.14                   | The requirements for the Facilities for the Engineer are stipulated in the Scope of Works                     |
|                    | <b>Variations:</b>     |                                                                                                               |
|                    |                        |                                                                                                               |

| Standard           | Clause                 | Specification Data                                                |
|--------------------|------------------------|-------------------------------------------------------------------|
| <b>SANS 1921-5</b> | <b>Essential Data:</b> |                                                                   |
|                    | 5.1                    | The depth of trenches which are to be excavated by hand is 1.5 m. |
|                    | <b>Variations:</b>     |                                                                   |
|                    |                        |                                                                   |

| Standard           | Clause                 | Specification Data                                                                                                                                       |
|--------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SANS 1921-6</b> | <b>Essential Data:</b> |                                                                                                                                                          |
|                    | 5.2.1(a)               | A qualified service provider is a service provider is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field |
|                    | <b>Variations:</b>     |                                                                                                                                                          |
|                    |                        |                                                                                                                                                          |

### **C3.5.1.2 Planning and Programming**

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalisation and approval of the construction programme.

The Contractor shall submit his programme of work to the Engineer not later than 14 days after the Contractor has been notified of the acceptance of his Tender and only

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

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

### **C3.5.1.3 Sequence of the works**

The sequence of the works shall be indicated on the construction programme as required above.

### **C3.5.1.4 Software application for programming**

The format for programming shall be Microsoft Projects or Microsoft Excel and delivery shall be made by means of paper documentation and/or electronic form.

### **C3.5.1.5 Methods and procedures**

The Contractor shall deploy the required methods and procedures during the phases of this contract to keep the progress of the Works up to-date with the critical path on the construction programme. All construction methods and procedures will be monitored by the Engineer.

### **C3.5.1.6 Quality plans and control**

The onus to produce work that conforms in quality and accuracy of detail to 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 personnel, together with all transport, equipment and tools 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 bid 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.

### **C3.5.1.7 Environment**

#### **C3.5.1.7.1 Preamble**

The Contractor, and any person working in a construction area is to ensure that he and his employees are at all times fully aware of, and sensitive to the need to conserve the environment in which he is working, and to leave it, if possible, in a better state than that in which he found it.

The environment includes, inter alia, the quality of soil, water, air, plant life, animal life and human life, including both the social and physical condition under which people live.

#### **C3.5.1.7.2 Site Management**

- Maintenance of plant and vehicles is to be carried out on hard standings. Any such hard standing shall be removed on completion
- All waste, including oils, fuels, containers, and other used excess materials shall be placed in waste bins and removed from the site or taken to an approved disposal site.
- Any top soil removed shall be stacked in piles of heights less than 1m and is to be re-spread and seeded with appropriate varieties of plants on completion of the works.
- Fuel and lubricant stores should be on hard standing, preferable fenced. Spillage on the hard bare ground is not permissible.
- Water courses may not be interfered with or altered in any way.
- Toilet facilities are to be provided for use of all employees. The contractor is to ensure that they are correctly maintained and used
- Condoms shall be provided on site.

#### **C3.5.1.7.3 Erosion Control**

- On roads with gradients greater than 10% drains, are to be provided at 10m intervals to 15m intervals on erodible soils.
- Adequate sedimentation control measures will be enforced where excavations or disturbance of drainage lines or wetlands may take place.
- During infrastructure development, erosion control measures have to be included in construction plans.
- Roads are to have storm water drainage canals.

#### **C3.5.1.7.4 Solid Waste Management**

- No on-site burying or dumping of any waste materials or litter shall occur. The contractor shall provide vermin and weather - proof bins with lids of sufficient number and capacity to store the solid waste produced on a daily basis.

#### **C3.5.1.7.5 'NO – GO' AREAS**

- Certain areas shall be 'no – go' areas. These include naturally vegetated areas such as drainage and thicket lines, riverine areas, wetland etc. Such areas shall not be included in the layout for field cultivation and are to be left undisturbed.
- 'No – go' areas are to be clearly demarcated.
- The contractor shall ensure that no person, machinery equipment or materials enter the 'no – go' areas at any time.

**C3.5.1.7.6 Protection of flora and fauna and community relations**

- The contractor shall ensure that all flora species within the project that have marked, will not be removed, damaged or disturbed.
- Trapping, poisoning and/or shooting of animals is strictly forbidden.
- The contractor shall ensure that all unmarked trees removed from the field shall be moved to the edge of the field for collection by the community for use as fuel. Only shrubs may be burnt.

**C3.5.1.7.7 Water Contamination**

- Potential pollutants of any kind and in any form shall be kept, stored and used in such a manner that any escape can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site. This particularly applies to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshop/truck washing areas.

**C3.5.1.8 Accommodation of traffic on public roads occupied by the contractor**

The Contractor is responsible to incorporate all safety measures to ensure that the travelling public commutes with minimum inconvenience and maximum safety. The Contractor will also be responsible to deploy the necessary personnel, road signs, barricades and any other warning devices to establish the required traffic control facilities and to eliminate hazardous road conditions.

**C3.5.1.9 Testing, completion, commissioning, and correction of defects**

The Contractor must allow in his tender for all test and corresponding services that are required from him. The Contractor must be able to provide quality results to the Engineer as proof compliance to the Specifications.

**C3.5.1.10 Recording of weather**

Daily rainfall and temperature records are to be maintained by the Contractor and this data entered in the Daily Diary.

**C3.5.1.11 Format of communications**

A triplicate book for Site Instructions shall be supplied free of charge by the Contractor and shall at all times be kept on the Site and accessible to the Engineer during normal working hours. At the end of the Contract the Contractor shall hand the Site Instruction Book to the Engineer.

**C3.5.1.12 Key personnel**

It is the Contractor's responsibility to provide all particulars of key personnel if and when required by the Engineer.

**C3.5.1.13 Management meeting**

Site meetings will be held (normally at weekly intervals) to evaluate the progress of the Contract and to discuss matters pertaining to the Contract. All parties will be informed of site meetings.

The dates and times of the site meetings will be determined by the Employer.

The Contractor's Authorised Representative shall attend all site meetings on the site with the Employer.

Failure of the Contractor's Authorised Representative to attend any such meeting shall be considered a serious breach of Contract.

#### **C3.5.1.14 Forms of contract administration**

All quality control forms over and above those mentioned in C3.5.1.10 above may be provided by the Engineer and/or requested by the Engineer from the Contractor. The Contractor shall then supply such forms with the relevant information at any set time.

#### **C3.5.1.15 Electronic payments**

The Contractor shall provide all banking details relevant to the tendering company as requested in the list of returnable documents.

#### **C3.5.1.16 Daily Records**

All daily records are to be according to C3.5.1.10

#### **C3.5.1.17 Bonds and guarantees**

The liability of the guarantee shall be for the percentage, as stipulated in C1.2: Contract Data of this document, of the contract amount that the tenderer will be appointed for. The guarantee must be submitted to the Engineer as stipulated in C1.2: Contract Data of this document.

#### **C3.5.1.18 Payment Certificates**

The Contractor shall be responsible for preparing his/her payment certificates on upon approval of the Engineer of the measured quantity of the work done. The engineer will validate the claim and submit it for payment by the Employer.

##### Fixed-charge and Value-related Items

The sum tendered for each relevant fixed-charged and value-related item will be paid as follows:

50% with the first certificate but subject to a maximum initial payment of 5% of the nett accepted value of scheduled work excluding the preliminary and general section

25% when the value of work completed reached 50% of the measured value

25% with the final certificate shall be paid when the Contractor has met all his obligations in respect of the relevant items

##### Time-related Items

Payment for time-related items will be effected as follows only after payment for the relevant fixed-charge item has been made: Items will be scheduled as monthly rates and paid accordingly with every monthly certificate.

**NOTE:** An approved extension of time will qualify the Contractor to receive payment for each relevant time-related item for the extension in months, and part thereof, valued at the unit monthly rate tend

### **C3.5.1.19 Permits**

The Contractor is responsible to obtain any necessary permits relevant to the location works and/or requirement of the Employer.

### **C3.5.2 HEALTH AND SAFETY**

#### **C3.5.2.1 Health and safety requirements and procedures**

#### **C3.5.2.2 OCCUPATIONAL HEALTH AND SAFETY**

Both the "Factories, Machinery and Building Work Act (Act 22 of 1955) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the COTO standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993) as amended and the Construction Regulations 2014 published in terms of the said act during 2014.

#### **C3.5.2.3 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The works requires the Contractor to excavate in public areas, in residential as well as business and industrial areas where pedestrians and vehicular traffic will be encountered. The Contractor shall protect the site of works from the public for the duration of the activities at the various sites. Before the Contractor leaves a site, the surface shall be reinstated to its original state before construction started.

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe. No additional payment will be made to the Contractor for complying to these requirements.

The excavations will be in developed areas. The Engineer submitted the drawings to various service authorities to mark their services on the drawings. The Contractor shall take care in excavation and assume that there may be services such as high voltage cables even though it is not marked on the drawings.

The Contractor shall take note of the possibility of overhead services and plan accordingly.

Some excavations may in existing pipe trenches and there is a possibility of hazardous materials that were disposed of during backfilling.

In the construction of the toilets, the height of the structures and the precast concrete roof slab will need power equipment to lift and position.

#### **C3.5.2.4 OCCUPATIONAL HEALTH AND SAFETY PLAN**

The Contractor's Occupational Health and Safety Plan must be approved by the Employer before any construction work may commence. In case of a variation order the Contractor shall do a risk assessment of the work involved in the VO and if necessary, must adjust his Occupational Health and Safety Plan accordingly. Protection of the public is paramount.

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

### **C3.5.2.5 Barricades and lighting**

In terms of the Occupational Health and Safety Act, No 85 of 1993 every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered, shall be barricaded adequately as below:

#### **C3.5.2.5.1 Excavations Other Than Trenches:**

- (a) Adequately protected by a barrier or fence at least one metre high erected as close to the excavation as is practicable; and
- (b) Inspected by watchmen employed by the Contractor to ensure that barricades are effective at all times.

#### **C3.5.2.5.2 Safeguarding of Excavations**

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the "employer" and "a person who is competent to pronounce on the safety" of all bracing and shoring as set out in Regulation 13 (Demolition and Excavation) of the General Safety Regulations of the Occupational Health and Safety Act, No 85 of 1993.

### **C3.5.2.6 Finishing and Tidying**

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

### **C3.5.2.7 Measures against disease and epidemics**

The Contractor should take all reasonable steps to safeguard the site against the spread of disease and epidemics.

### **C3.5.2.8 Aids awareness**

The Contractor should acquaint himself with local HIV/AIDS awareness campaigns and in conjunction with the said awareness campaigns educate and inform all employees.

**PART C5: ANNEXURES**

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## ANNEXURE A: HEALTH AND SAFETY SPECIFICATIONS

### HEALTH AND SAFETY SPECIFICATION

#### 1. **BACKGROUND**

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Employer is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Employer's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

#### 2. **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor, which are not necessary covered in the above.

### **3. OH&S MANAGEMENT**

#### **3.1 Structure and Organization of OH&S Responsibilities**

##### **3.1.1. Overall Supervision and Responsibility for OH&S**

- The Employer is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. **Annexure 2** - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

##### **3.1.2. Further (Specific) Supervision Responsibilities for OH&S**

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations coordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire coordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)

- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

### **3.2. Communication and Liaison**

- OH&S liaison between the Employer, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10**.
- In addition to the above, communication may be directly to the Employer or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Employer and the Consulting Engineer, instructions by the Employer and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

### **3.3. OH&S File**

The Principal Contractor must, in terms of Construction Regulation 5 (7), 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 must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Employer including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))

Designs/drawings (Construction Regulation 5 (8))

- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

- Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Form/Support work Inspection
  - \* Excavations Inspection
  - \* Lifting Equipment
  - \* Demolition Inspections
  - \* Designer's Inspection of Structures Record
  - \* Batch Plant Inspections
  - \* Arc & Gas Welding & Flame Cutting Equipment Inspections
  - \* Construction Vehicles & Mobile Plant Inspections
  - \* Electrical Installation and Machinery Inspections
  - \* Fire Equipment Inspection & Maintenance
  - \* First Aid
  - \* Hazardous Chemical Substances
  - \* Lifting Tackle and Equipment Inspections
  - \* Inspection of Cranes
  - \* Inspection of Ladders
  - \* Inspection of Vessels under Pressure
  - \* Machinery Inspections
  - \* Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Employer on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

**3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance**

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) of at least 8 (Refer **Annexure 3** - "Measuring Injury Experience") and to report on this to the Employer on a monthly basis.

**3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to **Section 4** below "Project/Site Specific Requirements")

### **3.6. Arrangements for Monitoring and Review**

#### **3.6.1. Monthly Audit by Employer**

The Employer will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

#### **3.6.2. Other Audits and Inspections by Employer**

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Employer on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

#### **3.6.3 Reports**

The Principal Contractor is required to provide the Employer with a monthly report. "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Employer with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Employer with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

#### 3.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Employer, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

### 3.7 **Site Rules and Other Restrictions**

#### 3.7.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

#### 3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

### 3.8 **Training**

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

#### 3.8.1 General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

#### 3.8.2 Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

#### 3.8.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

### **3.9. Accident and Incident Investigation**

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### **3.10 OH&S Representatives and Committees**

#### **3.10.1. Designation of OH&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

### 3.10.2. Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

### 3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Employer who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

## 4. **PROJECT / SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area

- Maintenance workshop
- Vehicle access to the site
- \* Dealing with existing structures (NB: the existing pipeline is also a structure.)
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids, Covid 19 and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks

- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles & mobile plant
  - Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding of trench floor
- \* Installation of pipes in trench
- \* Pressure testing of pipeline
- \* Installing heat shrink joint sleeves
- \* Backfilling of trench
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Employer or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**Annexure 1: Construction Occupational Health – Safety – Environment Audit System**

**Annexure 2: Guidelines for the development of a Health and Safety Plan.**

**Annexure 3: Guide to Risk Assessment**

## **ANNEXURE 1**

### **CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT**

#### **AUDIT SYSTEM**

(Based on the New Construction Regulations)

**\* Denotes items applicable to both Construction sites and Contractors Plant/Storage**

#### **1. ADMINISTRATIVE & LEGAL REQUIREMENTS**

| <b>Section/Regulation</b>                            | <b>Subject</b>                                                     | <b>Requirements</b>                                                                                                                                                                                                                                                                                               | <b>Yes/No</b> |
|------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Construction.<br>Regulation 3                        | Notice of carrying out<br>Construction work                        | Department of Labour notified<br>Copy of Notice available on Site                                                                                                                                                                                                                                                 |               |
| General Admin.<br>Regulation 3                       | *Copy of OH&S Act (Act<br>85 of 1993)                              | Updated copy of Act & Regulations on site<br>Readily available for perusal by employees                                                                                                                                                                                                                           |               |
| COID Act<br>Section 80                               | *Registration with<br>Compensation. Insurer                        | Written proof of registration / Letter of good standing<br>available on Site                                                                                                                                                                                                                                      |               |
| Construction.<br>Regulation 4 & 5(1)                 | OH&S Specification &<br>Plan                                       | OH&S Specification received from Employer<br>OH&S plan developed<br>Updated regularly                                                                                                                                                                                                                             |               |
| Section 8(2)(d) and<br>Construction.<br>Regulation 6 | *Hazard Identification &<br>Risk Assessment                        | Hazard Identification carried out/Recorded<br>Risk Assessment and Plan drawn up/Updated<br>Risk Assessment Plan available on Site<br>Employees/Subcontractors informed/trained                                                                                                                                    |               |
| Section 16(2)                                        | *Assigned duties<br>(Managers)                                     | Responsibility of complying with the OH&S Act assigned to<br>other person/s by CEO.                                                                                                                                                                                                                               |               |
| Construction.<br>Regulation 5(2)                     | Designation of Person<br>Responsible on Site                       | Competent person appointed in writing as<br>Construction Supervisor                                                                                                                                                                                                                                               |               |
| Construction.<br>Regulation 5(5)(a)                  | Designation of<br>Subordinate Person                               | Competent person appointed in writing as<br>Sub-ordinate Construction Supervisor                                                                                                                                                                                                                                  |               |
| Section 17 & 18                                      | *Designation of<br>Occupational Health &<br>Safety Representatives | More than 20 employees - one OH&S Representative, one<br>additional OH&S Rep. for each 50 employees or part<br>thereof.<br>Designation in writing, period and area of responsibility<br>specified.<br>Meaningful OH&S Rep. reports.<br>Reports actioned by Management.                                            |               |
| Section 19 & 20                                      | *Occupational Health &<br>Safety Committee/s                       | OH&S Committee/s established.<br>Members appointed in writing.<br>Meetings held monthly.<br>Minutes kept.<br>Actioned by Management.                                                                                                                                                                              |               |
| Section 37                                           | *Agreement with<br>Mandatory<br>(Sub-Contractors)                  | Written agreement with Subcontractors.<br>List of Subcontractors displayed.<br>Proof of Registration with Compensation Insurer/Letter of<br>Good Standing<br>Construction Work Supervisor designated<br>Written arrangements concerning<br>OH&S Reps & OH&S Committee<br>Written arrangements regarding First Aid |               |
| Construction.<br>Regulation 7                        | Fall Prevention &<br>Protection                                    | Competent person appointed to draw up and supervise the<br>Fall Protection Plan<br>Proof of appointees competence available on Site<br>Risk Assessment carried out for work at heights<br><br>Fall Protection Plan drawn up/updated<br>Available on Site                                                          |               |
| Construction.<br>Regulation 8                        | Roof work                                                          | Competent person appointed to plan & supervise Roof<br>work.<br>Proof of appointees competence available on Site                                                                                                                                                                                                  |               |

| Section/Regulation             | Subject                 | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes/No |
|--------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                |                         | Risk Assessment carried out<br>Roof work Plan drawn up/updated<br>Roof work inspect before each shift. Inspection register kept<br>Employees medically examined for physical & psychological fitness. Written proof available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |
| Construction.<br>Regulation 9  | Structures              | Information re. the structure being erected received from the Designer including:<br>- geo-science technical report where relevant<br>- the design loading of the structure<br>- the methods & sequence of construction<br>- anticipated dangers/hazards/special Measures to construct safely<br>Risk Assessment carried out<br>Method statement drawn up<br>All above available on Site<br>Structures inspected before each shift. Inspections register kept                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |
| Construction.<br>Regulation 10 | Formwork & Support work | Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork<br>Design drawings available on site<br>Risk Assessment carried out<br>Support & Formwork inspected:<br>- before use/inspection<br>- before pouring of concrete<br>- weekly whilst in place<br>- before stripping/dismantling. Inspection register kept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |
| Construction.<br>Regulation 11 | Scaffolding             | Competent persons appointed in writing to:<br>- erect scaffolding (Scaffold Erector/s)<br>- act as Scaffold Team Leaders<br>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)<br>Written Proof of Competence of above appointees available on Site<br>Copy of SABS 085 available on Site<br>Risk Assessment carried out<br>Inspected weekly/after bad weather. Inspection register/s kept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |
| Construction.<br>Regulation 12 | Suspended Scaffolding   | Competent persons appointed in writing to:<br>- erect Susp.Scaffolding (Scaffold Erector/s)<br>- act as Susp.Scaffold Team Leaders<br>- inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted<br>Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour<br>The following inspections of the whole installation carried out by a competent person<br>- after erection and before use<br>- daily prior to use. Inspection register kept<br>The following tests to be conducted by a competent person:<br>- load test of whole installation and working parts every 12 months<br>- hoisting ropes/hooks/load attaching devices quarterly.<br>Tests log book kept<br>Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available |        |
| Construction.<br>Regulation 13 | Excavations             | Competent person/s appointed in writing to supervise and inspect excavation work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |

| Section/Regulation                                                    | Subject                             | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes/No |
|-----------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                                       |                                     | Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Inspected:<br>- before every shift<br>- after any blasting<br>- after an unexpected fall of ground<br>- after any substantial damage to the shoring<br>- after rain. Inspections register kept<br>Method statement developed where explosives will be/ are used                                                                                                                                                                                         |        |
| Constructions Regulation 14                                           | Demolition Work                     | Competent person/s appointed in writing to supervise and control Demolition work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Engineering survey and Method Statement available on Site<br>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept                                                                                                                                                                                  |        |
| Construction. Regulation 16                                           | Materials Hoist                     | Competent person appointed in writing to inspect the Material Hoist<br>Written Proof of Competence of above appointee available on Site.<br>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.                                                                                                                                                                                                                                                                                                                         |        |
| Construction. Regulation 17                                           | Caissons & Cofferdams               | Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept                                                                                                                                                                                                                                           |        |
| Construction. Regulation 18                                           | Explosive Powered Tools             | Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above<br>Empty cartridge cases/nails/fixing bolts returns recorded<br>Cleaned daily after use                                                                                                                                                                                                                                                                                                        |        |
| Construction. Regulation 19                                           | Batch Plants                        | Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above<br>Risk Assessment carried out<br>Batch Plant to be inspected weekly by a competent person. Inspections register kept                                                                                                                                                                                                                                                                                               |        |
| Construction. Regulation 20/<br>Mine Health & Safety Act (29 of 1996) | Tunnelling                          | Complying with Mines Health & Safety Act (29 of 1996)<br>Risk Assessment carried out                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
| Construction. Regulation 21/<br>Driven Machinery Regulations 18 & 19  | Cranes & Lifting Machines Equipment | Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment<br>Written Proof of Competence of above appointee available on Site.<br>Cranes & Lifting tackle identified/numbered<br>Register kept for Lifting Tackle<br>Log Book kept for each individual Crane<br>Inspection:<br>- All cranes - <b>daily by operator</b><br>- Tower Crane/s <b>after erection/6monthly</b><br>- Other cranes <b>annually by comp. person</b><br>- Lifting tackle(slings/ropes/chain slings etc.) - <b>3 monthly</b><br>Risk Assessment carried out |        |

| Section/Regulation                                                                                         | Subject                                                                                                | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes/No |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Construction.<br>Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations | *Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools) | Competent person appointed in writing to inspect/test the installation and equipment.<br>Written Proof of Competence of above appointee available on Site.<br>Inspections:<br>- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept<br>Portable electric tools and -lights and extension leads identified/numbered.<br>Monthly visual inspection by User/Issuer/Storeman. Register kept.                                                                                                                                                                                                                                                                                           |        |
| Construction.<br>Regulation 2 Diving Regulations                                                           | Water Environments                                                                                     | Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used<br>Written Proof of Competence of above appointee available on Site<br>Proof of registration of all divers present on site available<br>Risk Assessment carried out<br>Diving Manual produced. Available on Site<br>Record of Voice Communications kept<br>Diving Operations record kept<br>Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor<br>Decompression tables available on Site<br>Records of any Decompression illness kept<br>Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site |        |
| Construction.<br>Regulation 30/General Safety Regulation 8(1)(a)                                           | *Designation of Stacking & Storage Supervisor.                                                         | Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage<br>Written Proof of Competence of above appointee available on Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |
| Construction.<br>Regulation 31/Environmental Regulation 9                                                  | *Designation of a Person to Co-ordinate Emergency Planning And Fire Protection                         | Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures<br>Emergency Evacuation Plan developed:<br>- Drilled/Practiced<br>- Plan & Records of Drills/Practices available on Site<br>Fire Risk Assessment carried out<br>All Fire Extinguishing Equipment identified and on register.<br>Inspected weekly. Inspection Register kept<br>Serviced annually                                                                                                                                                                                                                                                                                                         |        |
| Construction.<br>Regulation 32/General Safety Regulation 3                                                 | *First Aid                                                                                             | Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)<br>First Aid freely available<br>Equipment as per the list in the OH&S Act.<br>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)<br>List of First Aiders and Certificates<br>Name of person/s in charge of First Aid box/es displayed.<br>Location of F/Aid box/es clearly indicated.<br>Signs instructing employees to report all Injuries/Illness including first aid injuries                                                                                                                                                                                           |        |
| Construction.<br>Regulation 33/General Safety Regulation 2                                                 | Personal Safety Equipment (PSE)                                                                        | PSE Risk Assessment carried out<br>Items of PSE prescribed/use enforced<br>Records of Issue kept<br>Undertaking by Employee to use/wear PSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |

| Section/Regulation                                                        | Subject                                                    | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes/No |
|---------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Construction.<br>Regulation 34/<br>General Safety<br>Regulation 9         | *Inspection & Use of<br>Welding/Flame Cutting<br>Equipment | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, GasWelding and Flame Cutting Equipment<br>Written Proof of Competence of above appointee available on Site<br><br>Equipment identified/numbered and entered into a register<br>Equipment inspected monthly. Inspection Register kept                                                                                                                                                                                                                                                                                      |        |
| Construction.<br>Regulation 35/<br>Hazardous Chemical<br>Substances (HCS) | *Control of Storage &<br>Usage of HCS                      | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b><br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Register of HCS kept/used on Site                                                                                                                                                                                                                                                                                                                                                               |        |
| Construction.<br>Regulation 36/Vessels<br>under Pressure<br>Regulations   | Vessels under Pressure<br>(VUP)                            | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Certificates of Manufacture available on Site<br>Register of VUP's on Site<br>Inspections & Testing by Approved Inspection Authority (AIA):<br><ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul> |        |
| Construction.<br>Regulation 37                                            | Construction Vehicles &<br>Earth Moving Equipment          | Operators/Drivers appointed to:<br><ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> Written Proof of Competence of above appointee available on Site<br>Record of Daily inspections kept                                                                                                                                                                                                                                                                                                      |        |
| Construction.<br>Regulation 38/<br>General Safety<br>Regulation 13D       | *Inspection of Ladders                                     | Competent person appointed in writing to inspect Ladders inspected at arrival on site and monthly there after.<br>Inspections register kept                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |
| Construction.<br>Regulation 39/<br>General Safety<br>regulation 13B       | Ramps                                                      | Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |

## **ANNEXURE 2**

### **GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**

#### **1. Project Background**

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer 's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

#### **2. Framework for an Occupational Health and Safety Plan**

##### **2.1 Introduction**

The Principal Contractor has to demonstrate to the Employer that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

##### **2.2 Contents of an Occupational Health and Safety Plan**

###### **2.2.1 Occupational Health and Safety Management Programme**

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

###### **2.2.2 Communication and Management of the Work**

- Management structure and responsibilities

- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site
  - Consultation with the workforce
  - The exchange of design information between the Employer, engineer, supervisors and contractors on site
  - Handling design changes during the project
  - Selection and control of contractors
  - The exchange of Occupational Health and Safety information between all contractors
  - Security
  - Site induction and onsite training
  - Facilities and first-aid
  - The reporting and investigation of accidents and incidents
  - The production and approval of risk assessments and method statements
  - Site OH&S rules
  - Fire and emergency procedures
  - Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident
  - and incident investigations and committee meetings
  - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

### **2.2.3 Arrangements for controlling significant site risks**

The following are some examples of the arrangements for controlling the most significant site risks:

- **Safety risks**
  - Services, including temporary electrical installations
  - Preventing employees from falling into excavations, from trucks etc.
  - Work with, on or near fragile materials
  - Control of lifting operations
  - The maintenance of plant and equipment
  - Poor ground conditions

- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- Health risks
  - Storage and use of hazardous chemical substances
  - Dealing with contaminated land or material
  - Manual handling
  - Reducing noise and vibration
  - Provision of adequate lighting
  - Ventilation considerations
  - Extreme heat and cold temperature considerations
  - Dealing with HIV/Aids, Covid 19 and other illnesses
  - Provision of and maintaining ablution and eating facilities
  - Other significant health risks as and when identified

#### **2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual**

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Employer at completion of project
- ***Suggested Contents of an OH&S File/Manual***
  - OH&S Policy
  - Notice of new project
  - Site start-up
  - Security measures
  - Written designations & appointments
  - Arrangements with contractors/mandataries

- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
  - Excavations
  - Protection of the environment affected by construction activities
  - Keeping of records in terms of the OH&S Act (85 of 1993)

### **ANNEXURE 3**

#### **GUIDE TO RISK ASSESSMENT**

##### **1. HOW TO DO IT?**

##### **2. Steps to Effective Risk Assessment**

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

##### **3. HOW SERIOUS IS IT?**

###### **PROBABILITY**

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

###### **CONSEQUENCES**

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

###### **PROBABILITY**

|                  |          | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> |
|------------------|----------|----------|----------|----------|----------|----------|
| <b>SEQUENCES</b> | <b>1</b> | 1        | 2        | 3        | 4        | 5        |
|                  | <b>2</b> | 2        | 3        | 4        | 5        | 6        |
|                  | <b>3</b> | 3        | 4        | 5        | 6        | 7        |
|                  | <b>4</b> | 4        | 5        | 6        | 7        | 8        |
|                  | <b>5</b> | 5        | 6        | 7        | 8        | 9        |

Risk Rating:

- 1 – 3 = Serious
- 4 - 5 = High
- 6 – 7 = Moderate
- 8 – 9 = Acceptable

###### **• ACTION**

- Immediate (within 1 week)
- Within 1 month
- > 4 weeks
- No action

**LIST OF RISK ASSESSMENTS AVAILABLE (as at 2003.07.07)**

Access Towers  
Acid Washing  
Aggregate/Sand Delivery  
Angle Grinder  
Arc Welding  
Armco Barriers - installation  
Assem. of elements by boilermaker  
Backfilling  
Bag Filling  
Bandsaw  
Banksman  
Batch Plant  
Bench Grinder  
Bin Scraper  
Block Feeder  
Block Machine  
Boom Scraper  
Bricks Laying of  
Brickwork  
Bulk Earthworks  
Cement Spray Truck  
Clearing & Grubbing of Area/Site  
Compr. Gas Cylinders-handling  
Compressors -Air  
Concrete placing of (1)  
Concrete placing of (2)  
Confined Spaces Working in  
Conveyors  
Cutting of Earthworks  
David Arm  
Deck Panels placing  
Depalletor Operator  
Diss. Assembly  
Rejects  
Distribution Boards Electrical  
Drivers of Vehicles  
Dry Tile Deracking  
Dumpers - Concrete  
Electrical Installation Maintenance of  
Elevated Positions  
Erecting Instal/ Shutters  
Excavations (1)  
Excavations (2)  
Explosive Powered Tools  
Finger Car  
Fire Fighting Prevention  
Fire Prevention & Protection  
Formwork  
Friction Saw  
Front End Loader  
Fuel Supply  
Gas Cylinders Handling of  
Gas Welding-cutting oper.  
Gas Welding-cutting operations  
Guillotine  
Hand & Spray Painting  
Hand Tools Jacking-with Hydraulic Pump  
Hanging scaffolding  
Hauling  
High cut operations  
Jacking Hydraulic Pump (1)  
Jacking Hydraulic Pump (2)  
Kerb Laying

Landscaping  
Lathe  
Layering of (Road work) Materials  
Layering Process  
Laying Kerbs  
Lying of stormwater drains  
Levelling of materials  
Lifting Concr. Beams on to trailers  
Loading supervisor  
Loading/Unloading - of Trucks  
Loffels placing/laying  
Machine operator  
Making of steel items  
Material delivery  
Materials Handling  
Mixer operator  
Mobile Cranes  
Pedestal Drill  
Pedestal Grinder  
Placing Concrete  
Plastering  
Portable Electric Drill  
Portable Electric Tools  
Portable Ladders  
Post Tensioning  
Radial Arm Drill  
Refuelling Vehicles/Plant  
Reinforcing Steel placement (1)  
Reinforcing Steel placement (2)  
Road Traffic Signs placement of  
Roadworks - Deviations  
Roof Truss erection  
Sandblasting  
Scaffolding  
Shuttering Erection  
Shuttering Stripping  
Site Establishment (1)  
Site Establishment (2)  
Skill Saw  
Spray Painting  
Stormwater pipes - laying  
Structural Steel Erection  
Structural Steel Laydown  
Surveying  
Suspended Scaffolds  
Termite Proofing  
Tile Machine  
Tile stacking  
Timber Feeder  
Tower Cranes  
Traffic Accommodation  
Traffic Control/Regulation  
Trench Excavation  
Use of angle grinder  
Use of Port. Elec. Tools.  
Wet tile racking  
Work confined spaces  
Work in Elevated Positions  
Working Platforms  
Workshops

## RISK ASSESSMENT: SITE ESTABLISHMENT

TYPE OF WORK PERFORMED: \_\_\_\_\_

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

ASSESSMENT PERFORMED BY: \_\_\_\_\_

| Step No. | Activity Rules                                                                                                                                                                                              | What can cause injury/damage?                                                                         | Result of cause (injury/damage)                           | Preventative Measures (tools, PPE, equipment)                                                                                                          | Controls (test, check list)                                                                                                        | Weights |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------|--|--|
| 1.       | Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one-way traffic to be introduced                                               | Restricted access to parking and delivery areas to storage areas.                                     | Damage to transport and plant                             | Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site. | Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are to Concor's standards.                   |         |  |  |
| 2.       | Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun.                            | Fire explosion leaking gas may spread if to close to other buildings.                                 | Damage to property and plant. Health of employees.        | See item 1.                                                                                                                                            | See item 1.                                                                                                                        |         |  |  |
| 3.       | Diesel tanks to be a distance of 10 metres away from any building and parking areas. A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in. | Fire may spread to adjacent buildings and plant if is too close.                                      | Burns on all parts of body. Damage to plant and property. | See item 1. Persons in charge of tanks should be inducted regarding all the hazards involved and how to control them                                   | See item 1. Supervisor to monitor on an ongoing basis if rules are complied with                                                   |         |  |  |
| 4.       | Lay down areas to be sufficient in size. Timber poles to be available to stack materials on.                                                                                                                | With inadequate space various materials will be stacked on top of each other causing unstable stacks. | Injury to persons loading unloading materials.            |                                                                                                                                                        | Site manager to check that board has been erected. Site agent to discuss with Foreman regarding his requirement at planning stage. |         |  |  |
| 5.       | Toilets are to be well ventilated                                                                                                                                                                           | No ventilation in toilets may cause                                                                   | Possible health problems due to                           | Extraction fans to be fitted if required.                                                                                                              | Supervisor to check if he is satisfied with ventilation.                                                                           |         |  |  |

| Step No. | Activity Rules                                                                                                                                                                      | What can cause injury/damage?                                                            | Result of cause (injury/damage)                     | Preventative Measures (tools, PPE, equipment)                                                                                                 | Controls (test, check list)                                                                                      | Weights |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------|--|--|
|          |                                                                                                                                                                                     | germs to propagate.                                                                      | germs.                                              |                                                                                                                                               |                                                                                                                  |         |  |  |
| 6.       | All cables from distribution board to offices, store and for security to be underground. The distribution board is to stand on a firm level base and should be locked at all times. | Damaged cables, loose wires exposed.                                                     |                                                     |                                                                                                                                               |                                                                                                                  |         |  |  |
| 7.       | Security fencing minimum height of 1.8 meter around site area together with two double gates.                                                                                       | Theft of property. Access to unauthorized persons.                                       | Loss of property. Injury to persons.                | Security guards to be appointed to keep watch.                                                                                                | Supervisor to put system of control in place                                                                     |         |  |  |
| 8.       | Services to be available during site establishment.<br>6.1 Firefighting equipment.<br>6.2 First aid boxes.<br>6.3 First aider.<br>6.4 Drinking water.<br>6.5 Toilets.               | Not having the essential services at hand.                                               | Health of employees. Loss of property through fire. | 6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start. | Site Agent to see that these requirements are on site from start of site establishment.                          |         |  |  |
| 9.       | Water tank tower to consist of very well cross braced pipe structure standing on concrete base.                                                                                     | Badly constructed water tower under designed structurally could cause tower to collapse. | Injury to persons. Damage to property               | Supervisor to erect as per design office specifications.                                                                                      | Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important. |         |  |  |

## RISK ASSESSMENT: EXCAVATIONS (PLANT & MANUAL)

TYPE OF WORK PERFORMED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

ASSESSMENT PERFORMED BY: \_\_\_\_\_

| Step No | Activity Rules                                                                                                                                  | What can cause injury/damage                                               | Result of cause (injury/damage)                                                            | Preventative measures (tools, PPE, equipment)                                                        | Controls (test, checks)                                                               | Weights |        |        |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|--------|--------|
|         | When using a machine to excavate, observe the following:                                                                                        |                                                                            |                                                                                            |                                                                                                      |                                                                                       | Safety  | Health | Finan. |
| 1       | Operator must ensure there are no employees working in this area.                                                                               | Employees are not visible to operate or moving machine.                    | An injury to all parts of the body and as well as more serious fatal injuries.             | Operators must work under close supervision. He must inspect the work area prior to commencing work. | Supervisor to ensure employees are informed and operator works under his supervision. |         |        |        |
| 2       | Machine not to operate while employees are working on the same excavations.                                                                     | Danger of injury of employee by machine.                                   | Bruises, scratches, fractures and fatal.                                                   | Supervisor must instruct operator when commences work.                                               | Supervisor to control and enforce procedure.                                          |         |        |        |
| 3       | All excavated materials must be discharged not closer than 2m from the edge of the excavation. When excavating manually, observe the following: | Materials can fall onto employees, and the excavation may need extra work. | Injuries to employees and the excavation may need extra work.                              | Supervisor must instruct operator where to place discharged soil and gravel.                         | Supervisor to control.                                                                |         |        |        |
| 4       | Using a pick and a shovel.                                                                                                                      | Unsafe use of a pick or a shovel.                                          | Injury to employees.                                                                       | Induct employees on safe working procedures.                                                         | Supervisor and charge hand to control.                                                |         |        |        |
| 5       | Check sides of excavations.                                                                                                                     | Unstable / loose material causes unsafe condition.                         | Injury to employees and damage to excavations.                                             | Supervisor to inspect sides on a regular basis.                                                      | Supervisor / charge hand to control.                                                  |         |        |        |
| 6       | Excavated material to be placed away from side of excavation.                                                                                   | Materials can fall onto employees when working inside the excavation.      | Bruises, scratches, fractures and fatal.                                                   | Employees to be instructed not to place loose soil on edge of the excavation.                        | Supervisor to control.                                                                |         |        |        |
| 7       | All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of                                     | Employees not able to enter or exit the excavation safely.                 | In case of an emergency too many employees may be buried as a result of inadequate access. | Providing a ladder makes access into and out of the excavation area easy and safe.                   | Supervisors to ensure employees are given safe and convenient access to excavations.  |         |        |        |

| Step No | Activity Rules                                                              | What can cause injury/damage                                                                                   | Result of cause (injury/damage)                                                                           | Preventative measures (tools, PPE, equipment)                                           | Controls (test, checks)               | Weights |  |  |
|---------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------|---------|--|--|
|         | the excavation safely.                                                      |                                                                                                                | Employees may also strain muscles to get into or out of an excavation without safe and convenient access. |                                                                                         |                                       |         |  |  |
| 8       | Sides of excavation to be shored (if necessary) and barricaded immediately. | Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.                             | Damage to the excavation. Injury to employees.                                                            | Put adequate shoring and strong physical barricades in place immediately.               | Supervisor and chargehand to control. |         |  |  |
| 9       | Excavations must be backfilled as soon as possible after excavation.        | Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations. | Damage to excavations. Injury to employees. Damage to plants and machinery.                               | Keep area barricaded with a strong physical barricade and backfill as soon as possible. | Supervisor and chargehand to control. |         |  |  |

## ANNEXURE B: EPWP SPECIFICATIONS

### PA: EPWP LABOUR INTENSIVE SPECIFICATION

#### PA1. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Table 1: Skills programme for supervisory and management staff

| Personnel                                                                                            | NQF level | Unit standard titles                                                                              | Skills programme description                       |
|------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Team leader / supervisor                                                                             | 2         | Apply Labour Intensive Construction Systems and Techniques to Work Activities                     | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Foreman/ supervisor                                                                                  | 4         | Implement labour Intensive Construction Systems and Techniques                                    | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site) | 5         | Manage Labour Intensive Construction Processes                                                    | Skills Programme against this single unit standard |

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**PA2. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

**PA2.1 Requirements for the sourcing and engagement of labour**

PA2.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

PA2.1.2 The rate of pay set for the EPWP is R 200 per task or per day.

PA2.1.3 Tasks established by the contractor must be such that:

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

PA2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (3).

PA2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

PA2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

**PA2.2 Specific provisions pertaining to SANS 1914-5**

**PA2.2.1 Definitions**

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

**PA2.2.2 Contract participation goals**

- a) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- b) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

PA2.2.3 Terms and conditions for the engagement of targeted labour

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

PA2.2.4 Variations to SANS 1914-5

- a) The definition for net amount shall be amended as follows:
- b) Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- c) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

PA2.2.5 Training of targeted labour

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- c) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.
- d) Proof of compliance with the requirements of (a) must be provided by the Contractor to the Employer prior to submission of the final payment certificate

## ANNEXURE C: LOCALITY PLAN

### Lebaleng Internal Roads

- Sambuti Street: Start point: 27°19'24.3"S 25°58'46.7"E End point: 27°19'17.9"S 25°58'43.3"E
- Willem Olifants Street: Start point: 27°19'23.8"S 25°58'48.6"E End point: 27°19'19.2"S 25°58'46.2"E
- Motsama Street: Start point: 27°19'23.2"S 25°58'50.4"E End point: 27°19'18.4"S 25°58'48.1"E
- Molale Street: Start point: 27°19'20.0"S 25°58'44.5"E End point: 27°19'22.6"S 25°58'52.4"E
- Kalanga Street: Start point: 27°19'30.7"S 25°58'41.1"E End point: 27°19'34.0"S 25°58'49.6"E
- Balao Street: Start point: 27°19'29.9"S 25°58'42.9"E End point: 27°19'34.6"S 25°58'43.3"E



## ANNEXURE E: TENDER DRAWINGS

| Drawing Number | Description |
|----------------|-------------|
|----------------|-------------|

| Drawing Number | Description                               |
|----------------|-------------------------------------------|
| 01U01          | General Road Layout                       |
| 01U02          | General Stormwater Layout                 |
| 03U01          | Road Layout (1 of 2)                      |
| 03U02          | Road Layout (2 of 2)                      |
| 03L01          | Road Layout & Longsections (1 of 5)       |
| 03L02          | Road Layout & Longsections (2 of 5)       |
| 03L03          | Road Layout & Longsections (3 of 5)       |
| 03L04          | Road Layout & Longsections (4 of 5)       |
| 03L05          | Road Layout & Longsections (5 of 5)       |
| 03X01          | Typical Cross Sections                    |
| 05U01          | Stormwater Layout (1 of 2)                |
| 05U02          | Stormwater Layout (2 of 2)                |
| 05L01          | Stormwater Layout & Longsections (1 of 7) |
| 05L02          | Stormwater Layout & Longsections (2 of 7) |
| 05L03          | Stormwater Layout & Longsections (3 of 7) |
| 05L04          | Stormwater Layout & Longsections (4 of 7) |
| 05L05          | Stormwater Layout & Longsections (5 of 7) |
| 05L06          | Stormwater Layout & Longsections (6 of 7) |
| 05L07          | Stormwater Layout & Longsections (7 of 7) |
| 05D01          | Stormwater Details (1 of 9)               |
| 05D02          | Stormwater Details (2 of 9)               |
| 05D03          | Stormwater Details (3 of 9)               |
| 05D04          | Stormwater Details (4 of 9)               |
| 05D05          | Stormwater Details (5 of 9)               |
| 05D06          | Stormwater Details (6 of 9)               |
| 05D07          | Stormwater Details (7 of 9)               |
| 05D08          | Stormwater Details (8 of 9)               |
| 05D09          | Stormwater Details (9 of 9)               |

## **Annexure A**

### **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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## **General Conditions of Contract**

### **1. Definitions**

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

## **8. Inspection s, tests and analyses**

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 
- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

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

**27. Settlement  
of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation  
of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

|                                                        |      |                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        |      | (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.                                                                  |
| <b>29. Governing language</b>                          | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.                                                                                                                                                       |
| <b>30. Applicable law</b>                              | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                          |
| <b>31. Notices</b>                                     | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
|                                                        | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.                                                                                                                                                           |
| <b>32. Taxes and duties</b>                            | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.                                                                                                                                                                           |
|                                                        | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                          |
|                                                        | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.                                      |
| <b>33. National Industrial Participation Programme</b> | 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.                                                                                                                                                                                  |

General Conditions of Contract (revised February 2008)

