

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

SCHEDULE 2A: DETAILS IF REGISTRATION WITH CIDB

The tenderer must attach to this page a certified copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by die CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

DETAILS OF REGISTRATION WITH CIDB

PRIMARY CONTRACTOR OR LEAD JOINT VENTURE PARTNER (WHERE APPLICABLE)

Contractors Name:
Contractors CIDB Registration Number:
Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 1 (WHERE APPLICABLE)

Contractors Name:
Contractors CIDB Registration Number:
Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 2 (WHERE APPLICABLE)

Contractors Name:
Contractors CIDB Registration Number:
Contractors CIDB Registration Classifications:

Note: This information will be checked on the CIDB Website

Signature Date
(of person authorised to sign on behalf of the Tenderer)

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SCHEDULE 2B: CERTIFIED COPY OF COMPANY REGISTRATION (CK DOCUMENT/ SOLE PROPRIETARY)

The Tenderer must attach to this page proof of Company Registration.

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**SCHEDULE 2C: CERTIFIED COPIES OF IDENTIFICATION DOCUMENTS OF ALL MEMBERS/
DIRECTORS OF ENTITY**

THE CERTIFIED COPIES OF ID MUST BE INSERTED HERE.

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**SCHEDULE 2D: VALID TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE
STATUS PIN**

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

“Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit and original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to SARS** where the tenderer is registered for income tax purpose. SARS will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for one year from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as in integral part of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate

Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.

3. An **example** of the Application of Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any SARS office.

4. In terms of Treasury's practice note SCM-13 of 2017 –

If the Employer is already in possession of a tenderers original tax clearance certificate that has been submitted with a previous tender, then a new original tax clearance certificate is not required, provided that the closing date for this tender falls within the expiry date of that certificate. In this instance, the tenderer is to attach copy of that certificate, together with details of that name and closing date of the tender which it was submitted.

TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

The Tenderer must attach to this page an original and valid tax clearance certificate and tax compliance status PIN

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SCHEDULE 2E: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer must attach to this page a joint venture agreement, if applicable.

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SCHEDULE 2F: PROOF OF REGISTRATION WITH CENTRAL SUPPLIERS DATA BASE (CSD)

The Tenderer must attach hereto proof of registration with CSD

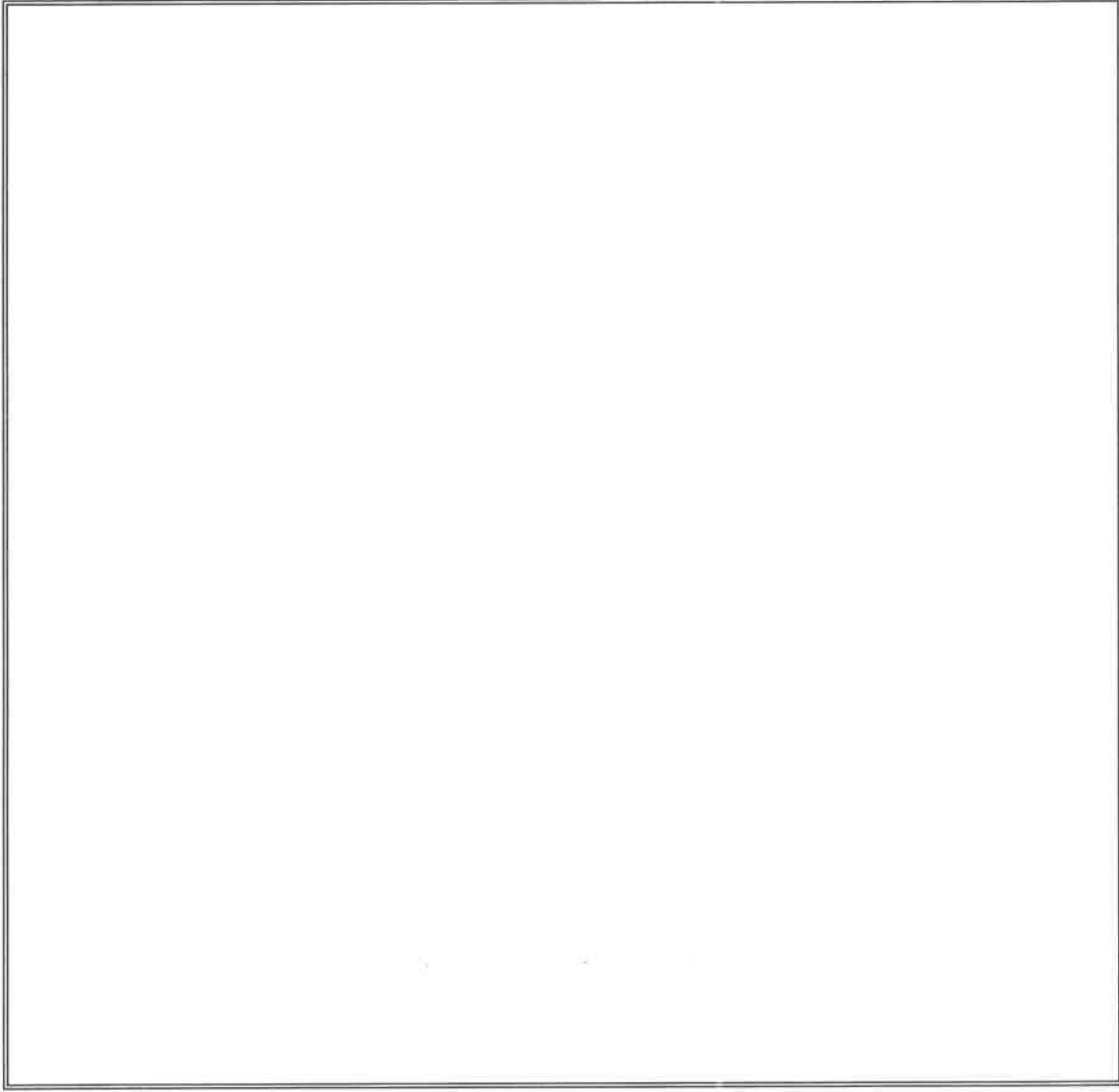
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SCHEDULE 2G: LETTER OF GOOD STANDING FROM WORKMAN'S COMPENSATION

Attach an original (or certified copy) of the Workman's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.



Signature of Tenderer: Date:

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SCHEDULE 2i: CERTIFIED COPY OF LATEST MUNICIPAL ACCOUNTS STATEMENT

The Tenderer must attach a certified copy of latest Municipal accounts statement

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SCHEDULE 2K: Certified Certificate B-BBEE STATUS LEVEL

B-BBEE CERTIFICATE

[The Tenderer must attach hereto his valid B-BBEE Certificate]

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SCHEDULE 3A: 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

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SCHEDULE 3B: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

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

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

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

5. List potential key risks identified and measures for addressing risks:

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

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

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):.....

2. ID NO:

(Name in Print):

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SCHEDULE 3C: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

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

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

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

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

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

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

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

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

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1 ID NO:
- 2 ID NO:

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PART C1 : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Confirmation of Receipt**
- C1.3 Contract Data**
- C1.4 Form of Guarantee (Pro Forma as per specific contract)**
- C1.5 Adjudicator's Agreement**
- C1.6 Health and Safety Agreement**
- C1.7 Transfer of Rights**
- C1.8 Retention Money Guarantee**

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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:

TENDER NO. _ PWBS: B007/21/22

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

Amount 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 Date

[Failure of a Tenderer to sign this form will invalidate the tender]

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.¹

Signature(s) Name(s).....

Capacity

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

Name and signature of witness Date.....

¹ 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.

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C1.2 : CONFIRMATION OF RECEIPT

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

The.....(day) of.....(month) 20.....(year)

at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

.....

Date

Clause	Description
	<p>contractor shall through the services of Site Liaison Officer obtain local labour in consultation with the Project Steering Committee. Any consent to be granted by the Engineer only.</p> <p>Contractor's default in Payment to Labourers and Employees:</p> <p>Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.</p> <p>Provision of Hand tools:</p> <p>The Contractor shall throughout the project duration, provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions"</p>
5.3	<p>The Contractor shall commence executing the Works within 14 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>
5.5.1	<p>The Works shall be completed within 8 months.</p>
5.6.1	<p>The Contractor shall deliver his programme of work within 7 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.</p>
5.8.1	<p>The non-working Days are Saturday and Sundays</p> <p>The special non-working Days are:</p> <ul style="list-style-type: none"> - Statutory public holidays; and - All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.8.1	<p>Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".</p>
5.13.1	<p>The penalty for failing to complete the Works is R1 500 per day of the contract value per Calendar date</p> <ul style="list-style-type: none"> • Removal of plant from site without engineers written consent – R 1000 per calendar day. • Late payment of local labour by 30 days from date of payment – R 1000 per calendar day <p>The Contractor shall be liable to the Engineer for a sum of R2000 as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion</p>

Clause	Description
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion
6.2.1	<p>The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.4.</p> <p>The liability of the Guarantee shall be for 7.5% of the Tender Price (inclusive of Vat) up to the issue of the certificate of completion.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges for work executed on a day-work basis is :</p> <ul style="list-style-type: none"> • 60% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p>
6.8.2	No escalation shall be applied for this Contract
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed. Refer Contract Data (Part 2).
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	The limit of retention money is 10% of the Contract Price excluding contingencies and Vat.
7.8.1	The Defects Liability Period is 6 months measured from the date of the Certificate of Completion.
8.6.1	Insurance to be effected by Contractor
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
8.6.1.3	The limit of indemnity for liability insurance is as per schedule below for any single liability claim. Liability insurance shall include spread of fire risk.
	Contract Price..... The Amount of First Loss
	Not exceeding R100 000-00.....R 5 000-00
	Exceeding R100 000-01 but not exceeding R500 000-00.....R10 000-00
	Exceeding R500 000-01 but not exceeding R1 000 000-00.....R20 000-00
	Exceeding R1 000 000-01 but not exceeding R2 000 000-00.....R30 000-00
	Exceeding R2 000 000-01 but not exceeding R4 000 000-00.....R40 000-00
Exceeding R4 000 000-01 .....R50 000-00	
The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Sub-Clause 38(1)(a)(i) cannot take place without prior approval of the Employer.	
Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:	
(a) Third party Insurance (Public Liability)	

Clause	Description
	<p>i) Minimum amount of any one occurrence, unlimited as to the number of occurrences for the period of the contract, inclusive of the maintenance period. ....R1 000 000</p> <p>ii) Consequential loss to be covered by the policy.....Yes</p> <p>iii) Liability section of the policy to be extended to cover blasting.....Yes</p> <p>iv) Maximum excess per claim or series of claims arising out of any one occurrence.....R20 000</p> <p>(b) Principal's own surrounding Property Insurance</p> <p>i) Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property .....R500 000</p> <p>ii) Maximum first excess.....R10 000</p> <p>(c) Insurance of Materials Supplied by Council The approximated current value of materials (including VAT) to be supplied to the Contractor by the Council.....R Nil</p> <p>(d) Insurance of Works</p> <p>i) Cover Required: Contract Price</p> <p>ii) Maximum excess required R 25 000</p> <p>iii) Minimum amount for additional removal of debris (no damage) R Nil</p> <p>iv) Minimum amount for temporary storage of materials off site, excluding Contractor's own premises..... R Nil</p> <p>v) Minimum amount for transit of materials to site..... R Nil</p> <p>vi) SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the full value of the works (including VAT). Yes</p>
8.6.4	Delete Clause 8.6.4
8.6.5	The insurance referred to in Clause 35.1 is to be effected with a company registered in South Africa

Clause	Description
Additional Conditions of Contract	<p data-bbox="264 587 293 1217">EXTENSION OF TIME FOR ABNORMAL RAINFALL</p> <p data-bbox="302 98 365 1217">Extensions of time in respect of Clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \left(\frac{Rw - Rn}{X} \right)$ <p data-bbox="483 1129 512 1217">Where:</p> <p data-bbox="526 98 589 1217">V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p data-bbox="602 98 665 1217">Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p data-bbox="678 98 768 1217">Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 m or more has been recorded for the calendar month.</p> <p data-bbox="781 145 810 1217">Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p data-bbox="824 98 887 1217">Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p data-bbox="900 98 990 1217">The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of N_n and R_n are to apply:</p>

Clause	Description																																												
	If V is	<table border="1"> <thead> <tr> <th data-bbox="248 443 338 544">MONTH</th> <th data-bbox="248 544 338 655">N_n (days)</th> <th data-bbox="248 655 338 98">R_n (mm)</th> </tr> </thead> <tbody> <tr> <td data-bbox="338 443 371 544">January</td> <td data-bbox="338 544 371 655">4</td> <td data-bbox="338 655 371 98">132.8</td> </tr> <tr> <td data-bbox="371 443 405 544">February</td> <td data-bbox="371 544 405 655">3</td> <td data-bbox="371 655 405 98">98.5</td> </tr> <tr> <td data-bbox="405 443 439 544">March</td> <td data-bbox="405 544 439 655">3</td> <td data-bbox="405 655 439 98">92.1</td> </tr> <tr> <td data-bbox="439 443 472 544">April</td> <td data-bbox="439 544 472 655">1</td> <td data-bbox="439 655 472 98">43.5</td> </tr> <tr> <td data-bbox="472 443 506 544">May</td> <td data-bbox="472 544 506 655">1</td> <td data-bbox="472 655 506 98">24.1</td> </tr> <tr> <td data-bbox="506 443 539 544">June</td> <td data-bbox="506 544 539 655">0</td> <td data-bbox="506 655 539 98">11.2</td> </tr> <tr> <td data-bbox="539 443 573 544">July</td> <td data-bbox="539 544 573 655">1</td> <td data-bbox="539 655 573 98">20.9</td> </tr> <tr> <td data-bbox="573 443 607 544">August</td> <td data-bbox="573 544 607 655">1</td> <td data-bbox="573 655 607 98">28.6</td> </tr> <tr> <td data-bbox="607 443 640 544">September</td> <td data-bbox="607 544 640 655">2</td> <td data-bbox="607 655 640 98">54.1</td> </tr> <tr> <td data-bbox="640 443 674 544">October</td> <td data-bbox="640 544 674 655">3</td> <td data-bbox="640 655 674 98">91.5</td> </tr> <tr> <td data-bbox="674 443 707 544">November</td> <td data-bbox="674 544 707 655">3</td> <td data-bbox="674 655 707 98">107.6</td> </tr> <tr> <td data-bbox="707 443 741 544">December</td> <td data-bbox="707 544 741 655">3</td> <td data-bbox="707 655 741 98">114.5</td> </tr> <tr> <td data-bbox="741 443 775 544">TOTAL</td> <td data-bbox="741 544 775 655">25</td> <td data-bbox="741 655 775 98">819.4</td> </tr> </tbody> </table>	MONTH	N _n (days)	R _n (mm)	January	4	132.8	February	3	98.5	March	3	92.1	April	1	43.5	May	1	24.1	June	0	11.2	July	1	20.9	August	1	28.6	September	2	54.1	October	3	91.5	November	3	107.6	December	3	114.5	TOTAL	25	819.4	<p>negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.</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 N_n and R_n.</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 (N_w – N_n) 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 (R_w-R_n) 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>
MONTH	N _n (days)	R _n (mm)																																											
January	4	132.8																																											
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DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONSTRUCTION OF SDANGENI BRIDGE ROAD:
WARD 4

TENDER N^o PWBS: B007/21/22

C1.3 : CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.8	The name of the Contractor is
1.2.2	<i>[Enter the Legal name of the Contractor].</i> The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
6.3	Selection of Sub Contractors The Tenderer shall list below the Subcontractors whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors. Should any of or all of the specialist Subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor not listed below being approved by the Employer. Schedule of Specialist Subcontractors Specialised Item Name and Details of Specialist Subcontractors
6.3	The variation in cost of special materials is : Type of Material Unit Rate or Price

Signed on behalf of Tenderer:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C1.4 : FORM OF GUARANTEE

Tender No.

WHEREAS
(hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contractor") on the day of20

for the construction of

at

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

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R)

- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of20

As witnesses:

1. Signature

2.
Duly authorized to sign on behalf of

Address

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4**

TENDER N° PWBS: B007/21/22

C1.5 : ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
..... (name of company/organisation)
of
and (address)
company/organisation) (name of
of (name of
..... (address)
Parties) and (the
..... (name)
of
..... (address)
..... (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
and known as
and these disputes or differences shall be/have been* referred to adjudication in accordance with the
CIBD Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has
been requested to act.
* *Delete as necessary*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ SIGNED by: _____
 Name: _____ Name: _____
 who warrants that he / she is who warrants that he / she is
 duly authorised to sign for and duly authorised to sign for
 on behalf of the first Party in the and on behalf of the first
 presence of Party in the presence of
 Witness _____ Witness _____
 Name: _____ Name: _____
 Address: _____ Address: _____

Date: _____ Date: _____

Contract Data

1.	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2.	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. b) Telegrams, telex, faxes and telephone calls. c) Postage and similar delivery charges. d) Travelling, hotel expenses and other similar disbursements. e) Room charges. f) Charges for legal or technical advice obtained in accordance with the Procedure.
3.	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within fourteen (14) days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee, the balance shall be refunded to the Parties.
4.	The Adjudicator is/is not* currently registered for VAT.
5.	Where the Adjudicator is registered for VAT, it shall be charged additional in accordance with the rates current at the date of invoice.
6.	All payments, other than the appointment fee (item 3) shall become due seven (7) days after receipt of invoice, thereafter interest shall be payable at 5 % per annum above the Reserve Bank base rate for every day the amount remains outstanding.

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4**

TENDER N° PWBS: B007/21/22

C1.6 : HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY** (hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as:
AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by.....
.....
in his capacity as:
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

Tender No:

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and

2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**
on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

Thus signed at for and on behalf of the **EMPLOYER** on this
the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C1.7: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) of (name of Contractor) in my capacity as.....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: Date:

for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C1.8 : RETENTION MONEY GUARANTEE

Employer: (name).....
(address)

Contract No:
(Contract title)

The guarantee is issued on behalf of

Registration No (hereinafter referred to as "the Contractor") in connection with the above-mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent
(full name of guarantor) registration number..... undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
3. Our aggregate liability under this guarantee is limited to R..... *(in words*
.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at..... for and on behalf of
on this the day of in the year 20.....

GUARANTOR:

WITNESSES: 1..... 2.....

Name..... Name

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C2.1 : PRICING INSTRUCTIONS

PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. The payment Clause of each Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.2 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.
- C2.1.1.3 The clauses in a specification in which further information regarding the billed item can be obtained appear under "Payment Refers" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the item item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
- C2.1.1.4 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional Works carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
- C2.1.1.5 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
- C2.1.1.6 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
- C2.1.1.7 Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- C2.1.1.8 All the rates tendered and inserted in the Bill of Quantities shall be **exclusive** of VAT. Provision has been made on the Summary Page of the Bill of Quantities for the addition of VAT. Except that they shall not include Value Added Tax (VAT), the rates to be inserted in the Bill of

Quantities are to be the full inclusive rate to the Employer for the work described under each item. Such rates shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

C2.1.1.9

Notwithstanding C2.1.1.8 above, all rates tendered and inserted in the Bill of Quantities against each item shall be deemed to be inclusive of the Contractor's labour cost for all permanent unskilled, semi-skilled, skilled and supervisory staff. All other labour costs in terms of local labour employed in terms of Sub Clauses 4.3.5 and 4.3.6 of the Conditions of Contract, shall be payable to the Contractor as listed and detailed under Section 1: Preliminary and General of the Bill of Quantities.

C2.1.1.10

A rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no rate has been entered will be considered to have a rate of R 0, 00.

C2.1.1.11

The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

C2.1.1.12

Attention is drawn to Clause 6.7 of the Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The final Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.13

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.14

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.1.15

Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Standard Conditions of Tender. (Refer also CIDB Practice Note No. 2 dated August 2006)

C2.1.1.16

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
hr	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre

km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
L/sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	work day
months	=	months
veh/month	=	vehicle month
man-day	=	each flagman per day

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C2.2 : BILL OF QUANTITIES

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS

PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
1300

Number	Item Description	Unit	Quantity	Rate	Amount R
13.00	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01	Contractor's general obligations				
	(a) Fixed obligations	L/sum	1.0		
	(b) Value-related obligations	L/sum	1.0		
	(c) Time-related obligations	month	6.0		
PS B13.02	Occupational Health and Safety Act and Construction Obligations				
	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L/sum	1.0		
	(b) Submission of the Health & Safety File to the Employer complete, and to the satisfaction of the Employer	L/sum	1.0		
	(c) Time-related obligations for the updating and mending the risk assessments, the safe work procedures, the project H&S file and the H&S plan, and for full compliance with all H&S matters during construction of the works under the contract.	month	6.0		
13.03	Survey - Setting out& As-Builts	Prov Sum	1.0		75 000.00
13.04	Mark up on item 13.03	%		75000.00	
13.05	Environmental Control Officer - Documentation	Prov. Sum	1.0		12 000.00
13.06	Mark up on item 13.05	%		12 000.00	
13.07	Environmental Control Officer - Monthly Audits	Prov Sum	1.0		90 000.00
13.08	Mark up on item 13.07	%		90 000.00	
13.09	Allowance for personal protective equipment (PPE) for 11 site labourers	Prov Sum	1.0		12 000.00
13.10	Mark up on item 13.	%		12 000.00	
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS

PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
1500

Number	Item Description	Unit	Quantity	Rate	Amount R
15.00	ACCOMMODATION OF TRAFFIC				
PS B15.01	Accommodating traffic and maintaining temporary deviations	L/sum	1.0		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS

PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

OVERHAUL

Number	Item Description	Unit	Quantity	Rate	Amount R
16.00	OVERHAUL				
16.01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 1,0 km (restricted overhaul)	m ³	3781		
16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	19549		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
1700
Amount R

Number	Item Description	Unit	Quantity	Rate	Amount R
17.00	CLEARING AND GRUBBING				
17.01	Clearing and grubbing	ha	1.9		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No	5		
17.05	Cleaning out of hydraulic structures				
17.06	Removal and storage of selected vegetation:				
	(a) Cost of removal, storing, protection and replanting in a protected and fenced- off area of selected vegetation	Prov sum	1		20 000.00
	(b) Charge on provisional sum	%		20 0000	
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
2100

Number	Item Description	Unit	Quantity	Rate	Amount R
21.00	DRAINS				
21.01	Excavation for open drains: (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1,5 m (b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³ m ³	460 50		
21.03	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level:				
21.05	Banks and dykes	m ³	1500		
21.06	Natural permeable material in subsoil drainage systems (crushed stone): (b) Crushed stone obtained from commercial sources				
21.08	(2) Coarse-Grade 13mm Pipes in subsoil drainage systems: (b) Unplasticised PVC pipes and fittings, normal duty complete with couplings (1) 100 mm internal dia. perforated or slotted	m ³ m	170 918		
21.09	Synthetic-fibre filter fabric (a) Type non-woven needle punched Grade Kaytek A2 or similar	m ²	1110		
Total Carried Forward					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
2200

Number	Item Description	Unit	Quantity	Rate	Amount R
22.00	PREFABRICATED CULVERTS				
22.01	Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1.5 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³ m ³	220 42		
22.02	Backfilling: (a) Using the excavated material (b) Using imported selected material	m ³ m ³	40 100		
22.03	Concrete pipe culverts: (b) On class B bedding 5) 900mm dia. Type Spigot and Socket 100D	m	84		
22.05	Portal and rectangular culverts: (b) Without prefabricated floor slabs (8) 1500mm x 1500mm Type 100S	m	45		
22.07	Cast in situ concrete and formwork (c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (1) Class 30/19 (d) Formwork of concrete under subitem 22.07(c) above (2) Vertical formwork for F2 surface finish	m ³ m ²	40 30		
Total Carried Forward					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
2200

Number	Item Description	Unit	Quantity	Rate	Amount R
Brought Forward					
22.14	Removing and stacking existing prefabricated culverts (type and size indicated)				
	(a) Concrete, 600mm dia	m	0		
22.18	Brickwork				
	(b) 230 mm thick	m ²	40		
PS B22.26	Hand excavation to determine the positions of existing services	m ³	10		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
3300

Number	Item Description	Unit	Quantity	Rate	Amount R
33.00	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free-haul up to 0.5km (a) Gravel material in compacted layer thickness of 200 mm and less: (1) Compacted to 90% of modified AASHTO density	m ³	5000		
33.03	Extra over item 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation	m ³ m ³	1940 970		
33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Hard excavation (d) Boulders	m ³ m ³ m ³ m ³	2600 1300 1300 1300		
33.07	Removal of unsuitable material (including free-haul of 0.5 km): (a) In layer thicknesses of 200 mm and less: (1) Stable material (2) Unstable material (b) In layer thicknesses exceeding 200mm (1) Stable material (2) Unstable material	m ³ m ³ m ³ m ³	40 40 70 70		
Total Carried Forward					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
3300

Number	Item Description	Unit	Quantity	Rate	Amount R
Brought Forward					
33.10	Roadbed preparation and the compaction of material				
	(a) Compaction to 90% of modified AASHTO density	m ³	820		
33.12	In situ treatment of roadbed:				
	(a) In situ treatment by ripping	m ³	250		
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	880		
	(b) Fill slopes	m ²	660		
33.14	Extra over item 33.01 for excavating material from the pavements and fills of existing roads:				
	(a) Non-cemented material	m ³	100		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
3400

Number	Item Description	Unit	Quantity	Rate	Amount R
34.00	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
	(a) Gravel selected layer compacted to:				
	(1) 93% of modified AASHTO density, 150mm thick G9	m ³	220		
	(h) Gravel wearing course compacted to:				
	(2) 95% of modified AASHTO density, 200mm G6	m ³	1100		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS

PWBS:E007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
5100

Number	Item Description	Unit	Quantity	Rate	Amount R
51.00	PITCHING, STONERWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching: (b) Grouted stone pitching	m ²	20		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
5200

Number	Item Description	Unit	Quantity	Rate	Amount R
52.00	GABIONS				
52.01	Foundation trench excavation and backfilling: (b) In all other classes of materials	m ³	240		
52.02	Surface preparation for bedding the gabions	m ²	420		
52.03	Gabions: (b) PVC-coated gabion boxes (3) 1,0 m wide by 1,0 m high (ii) by 2,0 m long mesh 80mm 2.7mm galavanised wire (d) PVC-coated gabion mattresses (2) 0,6 m diaphragm spacing, 6,0 m long by 2,0 m wide (i) by 0,2 m deep mesh 80mm 2.7mm galavanised wire (ii) by 0,3 m deep mesh 80mm 2.7mm galavanised wire	m ³	160		
52.05	Filter fabric (b) Bidim U24 or similar	m ²	630		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
5400

Number	Item Description	Unit	Quantity	Rate	Amount R
54.00	GUARDRAILS				
54.01	Guardrails on timber posts:				
	(a) Galvanised	m	280		
54.03	Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius less than 45m	m	90		
54.04	End treatments:				
	(a) End wings	No	6		
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No	6		
54.05	Additional guardrail posts:				
	(a) Timber	No	8		
54.06	Reflective plates	No	73		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
5600

Number	Item Description	Unit	Quantity	Rate	Amount R
56.00	ROAD SIGNS				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: (e) Aluminium sheet regulatory warning and information signs (1) Octagonal (i) 900 mm (2) Triangular (i) 900 mm (3) Round (i) 900 mm (4) Rectangular (i) 150 mm wide x 600 mm high (Type W401/ W402) (iii) 2700 mm wide x 450mm high (Type W410 - split into 2 x 1350mm lengths and mounted on gates)	No	2		
		No	2		
		No	1		
		No	1		
		No	14		
56.03	Road sign supports (overhead road sign structures excluded): (c) Timber (1) 100 mm dia. (2) 150 mm dia.	m	15		
		m	4		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m³	2		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SECTION
7100

Number	Item Description	Unit	Quantity	Rate	Amount R
71.00	CONCRETE PAVEMENTS				
71.02	Concrete pavement (thickness indicated) excluding texturing and curing	m ²	60		
71.04	Texturing and curing the concrete pavement:				
	(a) Deeply textured	m ²	250		
	(b) Curing	m ²	250		
71.06	Joints:				
	(a) Expansion joints complete (excluding dowels)	m	50		
	(d) Dowel bars (mild steel) (diameter and length indicated):	No	170		
71.08	Steel reinforcement in concrete pavement:				
	(c) Welded steel fabric	kg	154		
PS B71.21	Anchor (complete including excavation and concrete)				
	(a) Anchor block	m	8		
	(b) Panel anchor	m	90		
Total Carried Forward To Summary					

CONSTRUCTION OF GRAVEL ROADS IN VARIOUS WARDS
PWBS:B007/21/22 WARD 4 - SDANGENI BRIDGE ROAD

SUMMARY OF SECTIONS

Section	Description	Amount (Rand)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	.....
1500	ACCOMODATION OF TRAFFIC	.....
1600	OVERHAUL	.....
1700	CLEARING AND GRUBBING	.....
1800	DRAINS	.....
2100	PREFABRICATED CULVERTS	.....
2200	MASS EARTHWORKS	.....
3300	PAVEMENT LAYERS OF GRAVEL MATERIAL	.....
3400	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION	.....
5100	GABIONS	.....
5200	GAURDRAILS	.....
5600	ROAD SIGNS	.....
7100	CONCRETE PAVEMENTS	.....
	SUBTOTAL	.....
1	CONTINGENCIES (10%)	.....
	SUBTOTAL	.....
2	VAT (15%)	.....
TOTAL CARRIED FORWARD TO FORM OF OFFER (Pg. C 1-1)		.....

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

**CONSTRUCTION OF SDANGENI BRIDGE ROAD:
WARD 4**

TENDER N° PWBS: B007/21/22

PART C3 : SCOPE OF WORK

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Particular Specification**

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N^o PWBS: B007/21/22

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer requires the following: -

- Construction of SDANGENI BRIDGE ROAD in WARD 4 as a gravel road.
- Associated installation of stormwater drainage and erosion protection.
- Associated road signs.

The Employer desires that the work required for the construction be of a high standard, completed in the shortest practical time whilst making maximum use of local labour in accordance with Expanded Public Works program.

The construction works shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

C3.1.2 OVERVIEW OF THE WORKS

The contract comprises the construction of approximately 1.01km of gravel road (KZN-DOT Type 7A) along a new alignment.

The stormwater component consists of new stormwater culverts at intervals along the road and erosion protection where necessary.

Protection and relocation of existing services will also need to be carried out.

C3.1.3 EXTENT OF THE WORKS

Work included in this contract involves the following:

- 1.01km of 5m wide gravel surfaced road
- 0.25km concrete surface
- Approximately 6 stormwater crossings, which comprises of 900dia concrete pipes and 1.5m x 1.5m prefabricated box culverts
- Un-lined side drains and erosion protection as necessary
- Regulatory and warning signs

Existing Services

- Buried services to be located and protected or re-located

Accommodation of traffic / pedestrians

- Temporary access or alternative routes (for both vehicles and pedestrians) are to be provided if necessary
- Appropriate temporary signage shall be displayed at all works locations

As-built surveys

- As-built survey of all permanent works, including services (relocated and/or proved)

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the prescribed holiday periods as set out in the Contract Data.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

Recommended by:



Mr S.V. Mngadi
Senior Manager PWBS

Approve By:



Mr N.C. Vezi
Municipal Manager

C3.1.4

LOCATION OF WORKS

The site is situated in WARD 4

Refer to C4.1 for a Locality Plan.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD:
WARD 4

TENDER N° PWBS:B007/21/22

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved for construction stage	Employer (Engineer)
Temporary works	Contractor
Information for preparation of "as built" drawings	Contractor
Preparation of as-built drawings and closeout	Employer (Engineer)

C3.2.2 DRAWINGS

The drawings listed below are provided and shall form part of the contract documentation. Additional or revised construction drawings will, in terms of Clause 13.1 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4**

TENDER N° PWBS: B007/21/22

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

As per the Dr Nkosazana Dlamini Zuma Municipality Preferential Procurement Policy.

This document shall be made available from the Employer on the contractor's request

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N^o PWBS: B007/21/22

C3.4 : CONSTRUCTION

STANDARD SPECIFICATIONS

C3.4.1 Standard Specifications

For the purposes of this Contract the latest issues of the following specifications shall be applicable:

- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998)
- 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
- SANS 1921 - 2 (2004): Accommodation of Traffic on Public Roads Occupied by the Contractor.
- South African Road Traffic Signs Manual (May 2012)

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

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

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

PART A: GENERAL

PS-1 GENERAL DESCRIPTION OF THE PROJECT

Construction of gravel road along existing vehicular track.

PS-2 DESCRIPTION OF THE WORK

This description is a broad outline of the contract works and does not limit the work to be executed by the Contractor in terms of the Contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms, the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities of this Document.

2.1 Location of the project

Refer to C3.1.4 Location of Works above.

2.2 The Site

The Contractor shall confine his operations to the road reserves of the roads and a portion of the road reserves of the intersecting roads. He shall take all necessary precautions to avoid damaging existing services, buildings, roads, fences, etc. The Contractor shall make good any damage to such services and structures at his own expense.

2.3 Access to the Site

Access to the road is in WARD 4

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor, in making use of existing roads for hauling of materials to or from the site, shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days of such spillage occurring. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

2.4 Nature of the work

The nature of the work included in this Contract is the road works and upgrading of existing roads. The work is to be undertaken by Contractors with the necessary expertise, resources and previous experience of constructing civil engineering works of a similar nature and order.

Labour-intensive construction methods shall be used wherever possible but especially in areas where the work can be set out in tasks. Work such as: -

- Excavation and backfilling of trenches;
- Construction of pipe headwalls and erosion protection works

In pursuance of the adoption of labour-intensive construction methods and RDP principles, the Contractor shall be required to undertake training of members of the local population. The Contractor shall train nominated community members as bricklayers, pipe-layers, skilled labourers, etc. Refer to Part G of this document
Work done under labour-intensive methods shall be done on task-based methods. Payment to the Contractor for labour-intensive methods shall however be made as per the tendered unit rates.

2.5 Detailed description of the project

The detailed description of the works shall be as per C3.1 above

2.6 Areas for Stockpiling or Spoiling of Material

Construction materials may be temporarily stockpiled in areas as agreed by the Engineer / Employer and local community.

All spoil material shall be hauled to and disposed of at sites agreed by the Engineer and local community and on completion of the work the sites are to be landscaped and vegetated.

2.7 Liaison with Community Leaders

In order to ensure the successful and uninterrupted completion of the Contract, liaison meetings will be held at least every two weeks with the Community Liaison Officers (CLO's) appointed by the local ward Councillors / PSC. It will be the

Contractor's responsibility to arrange these formal meetings and shall distribute minutes between the CLO's, the Engineer's Representative and himself. Communications and negotiations with regard to the employment of local labour, spoil areas etc, must be maintained throughout the contract duration.

The Contractor shall be responsible to reimburse the CLO for the entire duration of the contract at the prescribed rate of R4000 per month.

2.8 Materials Information

A geotechnical investigation was undertaken during June / July 2018 and an electronic copy of the report shall be made available on request.

Summary of report to be inserted here once Geotech is complete

2.9 Proposed Training and Construction Programme

Tenderers must submit with their Tender comprehensive details of their proposed training and construction programme for the portion of the works to be constructed by conventional methods and the portion to be constructed by labour-intensive methods.

The Tenderer shall state in the Appendix to the Form of Tender the time for completion. Within five days after awarding the contract, the Contractor shall submit his programme to the Engineer for approval, in the form of a bar chart, showing clearly in addition to the requirements of Clause 12 of the General Conditions of Contract:

- (a) the proposed rate of progress in order to complete the works within the required period as stated in the Appendix, stating the various activities and their duration for each element of the works in sufficient detail to be able to gauge construction progress;
- (b) the Contractor's plant commitment on the contract;
- (c) critical path activities;
- (d) his anticipated value of work (cash flow) to be done during each month;
- (e) the training arranged by the Contractor for the nominated persons; and
- (f) the number of trainees in each discipline.

When preparing a construction programme, the Contractor must note the following:

- (a) All work is to be completed within Four (4) months, inclusive of any number of 'Construction Industry Holidays' in December and January which may occur, and all 'Special non-working days'.
- (b) Allowance must be made for expected delays due to normal rainy weather as defined in PS 2.10.
- (c) Allowance must be made for 'Special non-working days' as described in C1.2: Contract Data Provided by the Employer.
- (d) Allowance for any time required for accommodation of vehicular or pedestrian traffic to comply with the stated requirements in terms of maintaining access

2.10 Climate

The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for

calculating the extension of the Time for Completion on account of abnormal rainfall. The values of N_n and R_n as noted in Contract Data are to apply:

2.11 Minimum Local Resources Target

1. Labour

It is a requirement of this contract that the minimum labour target value sourced from Local Municipal area is 15 number of the local labour. Remuneration local labour rate must be a minimum of **R 140/task/day**

2. Materials

It is a requirement of this contract that the minimum materials target value sourced from the Nkosazana Dhlamini Zuma District Municipality area is 60% of the total contract value.

3. Penalties

The targets stated above are the minimum. On completion of the contract the actual local resources utilised in the contract will be measured. In the event of the Contractor not meeting the target, the following penalties will be payable.

Resource	Minimum (part of total Contract value)	Deviation (less) than target	Penalty of Contract value	Total
Labour	20%	For each 1%	0.5%	
Materials	38%	For each 1%	0.75%	

2.11.1 Labour

It is recognized that the construction of a project such as this, requires the use of skilled personnel. Where possible however, local labour is to be used.

A PSC has been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within all the affected communities.

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

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

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

2.12 Existing Services

Contractor is to prove, protect and maintain all existing services encountered on site for the duration of the contract and would be required to remove, realign or temporarily replace services as required under this contract.

Where the service owner is required to be located their services, the contractor shall liaise with the service owner to determine the extents and timeframe of the relocation and to incorporate this information in his own programme and works methodology. The contractor may not refuse the service owner access to the site and shall provide the service owner

sufficient space to do the relocations in a safe and logical method. The programming of the relocations shall be negotiated between the contractor and service provider.

Where necessary, the relocation / protection of services shall be done by the contractor under the supervision of the service owner.

2.13 Security

The provision of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the currency of the contract will be considered other than as provided for in Clause 54 of the Conditions of Contract.

It is the responsibility of the Contractor to provide adequate security for the material on site and the works. Together with good community liaison and involvement, it is possible to maintain the risk at an acceptable level and have a successful project.

PS-3 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is important for this Contract. The environmental control of the site shall be governed by the Environmental Management Programme (EMPr) included in Particular Specification C3.3 of this document, which provides *inter alia*, for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance over the full extent of the construction work, for the duration of the Contract.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation in the construction area and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer, all at the cost of the Contractor.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed, authorised disposal facilities.
- (g) Control of invader species of plants.
- (h) Clearing shall be limited to the road prism/works site and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.
No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for item 13.01(c) but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

PS-4 CONTRACTOR'S CAMP SITE

Possible sites for the Contractor's camp site will be indicated at the site inspection.

The Contractor must take full cognizance of the regulations regarding the clearing of bush and felling of trees and no tree may be removed without the written permission of the Engineer and Employer. In establishing and maintaining the camp site, due cognizance is also to be taken of COLTA 1300.

The standard of the Contractor's camp, offices, accommodation, ablutions and other facilities must comply with the regulations of the relevant authority. Details of the facilities to be provided are to be submitted to the Engineer for approval.

The Contractor is to familiarize himself and comply with, all local by-laws and Government Regulations pertaining to the employment, transport and accommodation of labour.

PS-5 FACILITIES FOR THE ENGINEER

No special facilities are required for the Engineer.

All quality control tests will be undertaken by a commercial laboratory.

PS-6 POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements for the supply of electricity and other services. No direct payment shall be made for the provision of such services. The cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required or in the contractors Preliminary and General items.

PS-8 RECORD DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services exposed or encountered, as well as the cover levels, shall be indicated on the drawings. Record drawings are to be completed as work progresses and will be signed at progress meetings. The completion certificate shall only be issued after the Engineer has received a properly marked up set of record drawings and a ground and services survey in a format to be agreed. The survey shall be based on the same datum and trigonometric points as the issued construction drawings. Should this aspect not be strictly adhered to, the Engineer may withhold payment of all related items until the Contractor complies with this clause. A separate payment has been allowed for this service, and all costs related thereto shall be deemed to be included in the related item.

PS-10 PROTECTION OF PRIVATE PROPERTY

The Contractor shall take all the necessary steps to protect private property during construction. All fences, buildings, lean-tos, etc. shall be protected against damage that may arise as a result of the Contractor's operations on site. The Contractor shall bear the cost of the repair of any damage to any private property, damaged as a result of the Contractor's operations on site.

The Contractor shall also provide access to the existing dwellings / businesses at all times. Where it is necessary to restrict access, the contractor shall obtain written permission from residents / business owners describing the extents and duration of the restriction. Full access shall always be provided outside of working hours or on non-working days.

The contractor shall nominate a safety representative who shall be available at all times to deal with incidents or problems on the site, whether caused by the contractors works or not. The contact details of the representative shall be provided to the Employer, Engineer, local traffic / policing authorities and local community representatives. This requirement shall also apply should the contract extend across any site closure periods.

PS-11 COMMUNICATIONS EQUIPMENT

The Contractor is to arrange for his own telephone / cell phone / fax on site, which is to be made available to the Engineer or his representative for official purposes during working hours. All costs associated hereto shall be the responsibility of the Contractor.

PS-12 DEALING WITH WATER

The contractor shall be responsible for dealing with all water during the construction from what ever source, and the cost of all de-watering, unless otherwise itemised in the Schedule of quantities, shall be deemed to be included in the tender price.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications, allowance is made for 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 the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications.

New clauses and payment items not covered by clauses or items in the Standard Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the Standard Specifications.

COLTO Standard Specifications for Road and Bridge Works for State Road Authorities

B1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Add the following new item:

Number	Item Description	Unit
PS B13.02	Occupational Health and Safety Act and Construction Obligations	Lump Sum
	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum
	(b) Submission of the Health & Safety File to the Employer complete, and to the satisfaction of the Employer	Lump Sum
	(c) Time-related obligations for the updating and mending the risk assessments, the safe work procedures, the project H&S file and the H&S plan, and for full compliance with all H&S matters during construction of the works under the contract.	month

Payment of the rates tendered under this item shall for include full compensation for all the contractor's charges and obligations in respect of compliance with the relevant OHS Act and the Construction Regulations.

(i) The lump sum tendered under sub item (a) shall represent full compensation for the fixed part of the contractor's obligations, ie that part which is substantially fixed and is not a function of the time required for completion of the contract and includes, but not limited to the following:

- Preparation of risk assessments,
- Safe work procedures,
- Project Health and Safety file,
- Health and Safety plan, and
- Any other Health and Safety matters that the contractor deems necessary.

Payment shall only be made once the Employer or Engineer are satisfied that all the conditions have been put in place or approved.

(ii) The lump sum tendered under sub item (b) shall represent full compensation for the completing and checking of the Project Health and Safety file and handing over to the Employer on completion of the Works.

Payment shall only be made once the Employer or Engineer are satisfied that the file is complete and have acknowledged this in writing to the Contractor.

(iii) The tendered rate per month for sub item (c) represents full compensation for that part of the contractor's obligations which are mainly a function of time and includes, but not limited to, the following:

- Updating and amending
 - The risk assessment,
 - Safe work procedures,
 - The Project Health and Safety file,
 - The Health and Safety plan, and
- Full compliance with all Health and Safety matters during construction of the Works.
- Employment (or appointment) of a Safety Officer

The Safety Officer shall be available and contactable on a full-time basis to deal with any issues as they arise. The Safety Officer may have other duties on the project, but these duties shall not prohibit them from performing the requisite Health & Safety functions, as required, in a timeous and responsible way. The Safety Officer shall also attend all project and progress meetings.

B1500 ACCOMMODATION OF TRAFFIC

B1517 MEASUREMENT AND PAYMENT

Add the following:

The Contractor's obligation under this Section 1500 shall not be measured or paid for directly (except as hereinafter provided for) and compensation for the work involved to comply with these obligations shall be deemed to be covered by the rates and amounts tendered for the various items of work included under this Contract.

Replace payment item 1501 item with the following:

Number	Item Description	Unit
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PS B15.01 Accommodating traffic and the provision and maintaining of diversions Lump Sum

The unit of measurement shall be lump sum and shall include full compensation for accommodating traffic and providing, and maintaining temporary diversions as stipulated under in sub clauses B1502 and B1503(g). The tendered sum shall also include full compensation for the provision of communications equipment required for regulating the traffic, the provision and re-use of all temporary traffic control signs, flagmen, barricades, and New Jersey barrier complying with the legal requirements of all authorities concerned, for providing temporary access to private property, and for the provision and maintenance of temporary drainage.

The tendered sum shall also include full compensation for the specified general requirements and all incidental items of cost which are required under the provisions of Section 1500.

The accommodation of traffic and the provisioning and maintenance of diversions shall be measured once only for a particular work area irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The provision of signage and flagmen shall be based on the requirements of SARTSM Vol 2

Payment of the lump sum shall be made on a pro-rata monthly basis"

SECTION B1800: DAYWORKS

CONTENTS

B1801 SCOPE
B1802 GENERAL REQUIREMENTS
B1803 MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the method of measurement and payment for work carried out on a daywork basis.

B1802 GENERAL REQUIREMENTS

Work will be classified as daywork only if the Employer's Agent considers no other rate in the schedule of quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of Clause 6.5 of the General Conditions of Contract will be issued at the discretion of the Employer's Agent. Some or all of the items priced under daywork in the schedule of quantities may possibly not be required for this Contract.

Before ordering any material, the Contractor shall submit quotations to the Employer's Agent for his approval, and shall submit such receipts or vouchers to the Employer's Agent as may be necessary for proving the amount claimed.

B1803

MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Vehicles, plant and equipment:	
(a) (As specified)	hour (hr)

The daywork rates submitted for vehicles, constructional plant and equipment, subitem (a), in the schedule of quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (excluding VAT) and shall apply only to vehicles, constructional plant and equipment approved in writing by the Employer's Agent. The rate shall include for maintenance, fuels and oils and other operating costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Employer's Agent will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Employer's Agent or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered rates shall also include full compensation for all administrative costs, supervision, overheads, liabilities and obligations related to the running of the vehicles, constructional plant and equipment. The tendered rates shall be subject to the Contract Price Adjustment Factor laid down in the General Conditions of Contract.

Item	Unit
B18.02	
Labour:	
(a) Labourer.....	.....hour
(b) Artisan.....	.....hour
(c) Supervisor.....	.....hour

The daywork rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Employer's Agent.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Employer's Agent.

The tendered rates shall also include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The tendered rates shall be subject to the Contract Price Adjustment Factor laid down in of the General Conditions of Contract.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

CONSTRUCTION OF SDANGENI BRIDGE ROAD: WARD 4

TENDER N° PWBS: B007/21/22

C3.5 : MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

The provisions of these COLTO specification take precedent over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "Applicable COLTO Specifications.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998) applicable to this contract are stated in Section C3.4: Construction.

C3.5.1.2 Particular / Generic specifications

The following particular and generic specifications are applicable to this contract:

- i) Environmental Management Plan
- ii) Occupational Health and Safety Specifications

C3.5.1.3 Planning and programming

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

The Contractor shall draw up his programme to ensure that no delays are experienced on contract.

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 fourteen (14) days after the Contractor has been notified of the acceptance of his Tender and only after discussions with the Engineer. If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

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

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in the contract.

C3.5.1.4 Methods and procedures

C3.5.1.4.1 Maintenance of accesses and streets

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of sub-base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, programme his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SANS 1200 A.

If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

C3.5.1.4.2 Blasting operation

Any blasting required shall be carried out by a competent, registered blaster. All permits required to purchase, transport, use and dispose of unused, blasting material shall be obtained and copies given to the Engineer before any blasting may take place. The commander of the local South African Police Services (SAPS) shall be informed of the time and date that blasting operations will take place at least 6 hours before blasting.

No blasting operations may take place on weekends or holidays or after 17:00 on week days.

The Contractor shall ensure that sufficient suitable cover material, to the satisfaction of the blaster, is available and in place before a blast is initiated.

C3.5.1.4.3 Normal working hours

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

C3.5.1.4.4 Interference with Municipal staff and operations

Any member of the Contractors staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.

C3.5.1.4.5 Access for other Contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hrs before access by others is required.

C3.5.1.4.6 Giving notice of work to be covered up

The Contractor shall give the Engineer reasonable time to accommodate examinations in his program, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book, and via email or sms to the Engineer, at least 72 hrs before the examination is required.

If the Engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

C3.5.1.4.7 Cost of test specimens and tests

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

C3.5.1.5 Sequence of the works

Sequencing of the works shall be agreed to between the Contractor, the Engineer and the relevant Municipal or service provider representatives

C3.5.1.6 Quality plans and control (Testing)

Refer SANS 1200 A: General

C3.5.1.7 Environmental Management Plan

In addition to the items listed here, the EMPr shall also be considered to be part of the contractual documentation, and the requirements therein shall be adhered to.

C3.5.1.7.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

C3.5.1.7.2 Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

C3.5.1.7.3 Fencing of the site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the

commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

C3.5.1.7.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

C3.5.1.7.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

C3.5.1.7.6 Watchmen

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

C3.5.1.7.7 Ablution facilities

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing abluitions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

C3.5.1.7.8 Solid waste collection areas

"Solid waste" refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

C3.5.1.7.9 Wastewater

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

C3.5.1.7.10 Fuel storage areas

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

C3.5.1.7.11 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

C3.5.1.7.12 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

C3.5.1.7.13 Materials handling, use and storage

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

Hazardous Substances

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

Fuel (Petrol and Diesel) and Oil

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

C3.5.1.7.14 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

Accidental leaks and spillages

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillage's of any liquid material to the Engineer for approval.

C3.5.1.7.15 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation (especially Camel Thorn Trees) outside of the demarcated site.

C3.5.1.8 Format of communications

All communication regarding the contract shall be channelled through the Engineer and/or his duly authorised representative.

The General Conditions of Contract (GCC) for Construction Works (1st edition) 2004 clauses 1.1.24 and 1.2 shall prevail in terms of format of communications.

C3.5.1.9 Key personnel

The contractor shall furnish satisfactory evidence that they dispose of sufficient staff and workmen with the necessary experience in work of a similar nature as that described in this document. For this purpose, the contractor shall duly complete Schedule 1E: Personnel and Schedule 1G: Past Experience.

C3.5.1.10 Management meeting

Monthly site meetings will take place at the site office of the Contractor at dates and time to be communicated at the award of the contract. The Employer, Engineer, Contractor and Project Steering Committee will attend the monthly site meetings. The Engineer will act as the chair for the monthly site meetings. Other planning meetings between the Contractor's personnel and the Engineer's Representative can take place on a fortnightly basis or as required in terms of the contract progress.

C3.5.1.11 Daily records

The Contractor will be required to keep a daily record of the site activities (including plant, personnel, site and weather conditions) in the Site Diary which will be inspected during each management meeting and when the Engineer or Employer visits the site.

C3.5.1.12 Bonds and guarantees

The Bond required on the project is the Form of Guarantee as described in the GCC 2004 Clause 7 and Pro Forma appended in the GCC 2004 on pages 57-58. The liability of the Guarantee shall be for 10% of the Tender Sum.

C3.5.1.13 Payment certificates

Payment on this contract will be made in accordance with Clause 49 of the General Conditions of Contract of 2004. The Contractor and the Engineer's Representative shall compile and agree on the quantity of work certified for payment and submit the payment certificate to the Engineer 3 days before the monthly site meeting. The Engineer will draw up the payment certificate to be certified at the monthly site meeting by the Engineer and the Employer. Payment certificates will only be certified at the site meeting if the Engineer and Employer are in agreement as to work certified, contractual obligations fulfilled by the contractor, etc. following a site inspection on the day of the site meeting. Payment certificates will be certified by the Engineer and Employer should there be an agreement as to the issues previously mentioned or the payment certificate will be edited. All certified payment certificates will be dealt with as stipulated in clause 49.4: Employer's obligation to pay of the GCC 2004.

No retention money will be certified for payment unless the list setting out the work to be completed to justify the issue of the Certificate of Completion has been fully complied with.

The quantities in the Bill of Quantities are provisional only and do not necessarily represent the actual and final amount of work to be done. Unless otherwise stated, items will be measured nett in accordance with the drawings and no allowance will be made for waste.

The Contract amount for the complete contract shall be computed from the actual measured quantities of authorised work done to the satisfaction of the Engineer, valued at prices tendered against the respective items in the Bill of Quantities.

C3.5.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.5.2.1 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.

C3.5.2.2 Framework for an occupational health and safety plan

C3.5.2.2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it 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.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.5.2.2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

C3.5.2.3 Contents of an occupational health and safety plan

C3.5.2.3.1 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.

C3.5.2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- 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, designers, 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 on site 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.

C3.5.2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

C3.5.2.3.4 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.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.5.2.3.5 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous 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 and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

C3.5.2.4 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.5.2.4.1 Working environment

- Trench excavations between 2 to 7 metres in depth.
- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on "As Built" drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.5.2.4.2 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.5.2.5 Preparation of an occupational health and safety operational reference file/manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

C3.5.2.5.1 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 Client at completion of project.
- Appointment of a health and safety officer in writing.

C3.5.2.5.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandatories.
- 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 and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

C3.5.2.6 Notice of construction work

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

C3.5.2.6.1 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.3 SAFETY ON SITE

C3.5.3.1 Access to site by public

The Contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notices shall be in English, Afrikaans and the most commonly used local language.

C3.5.3.2 Barricades and Lighting

All excavations and openings in walls and slabs into or through which a person may fall shall be secured barricaded at all times in accordance with the requirements of the applicable OH&S regulations.

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

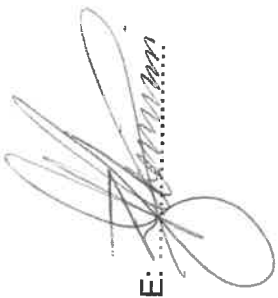
Prepared by:

CHAIRPERSON OF BSC:

Z. Dlamini

DATE: 09/07/2021

SIGNATURE:



MANAGER SUPPLY CHAIN MANAGEMENT:

A. Hob

DATE:

SIGNATURE:



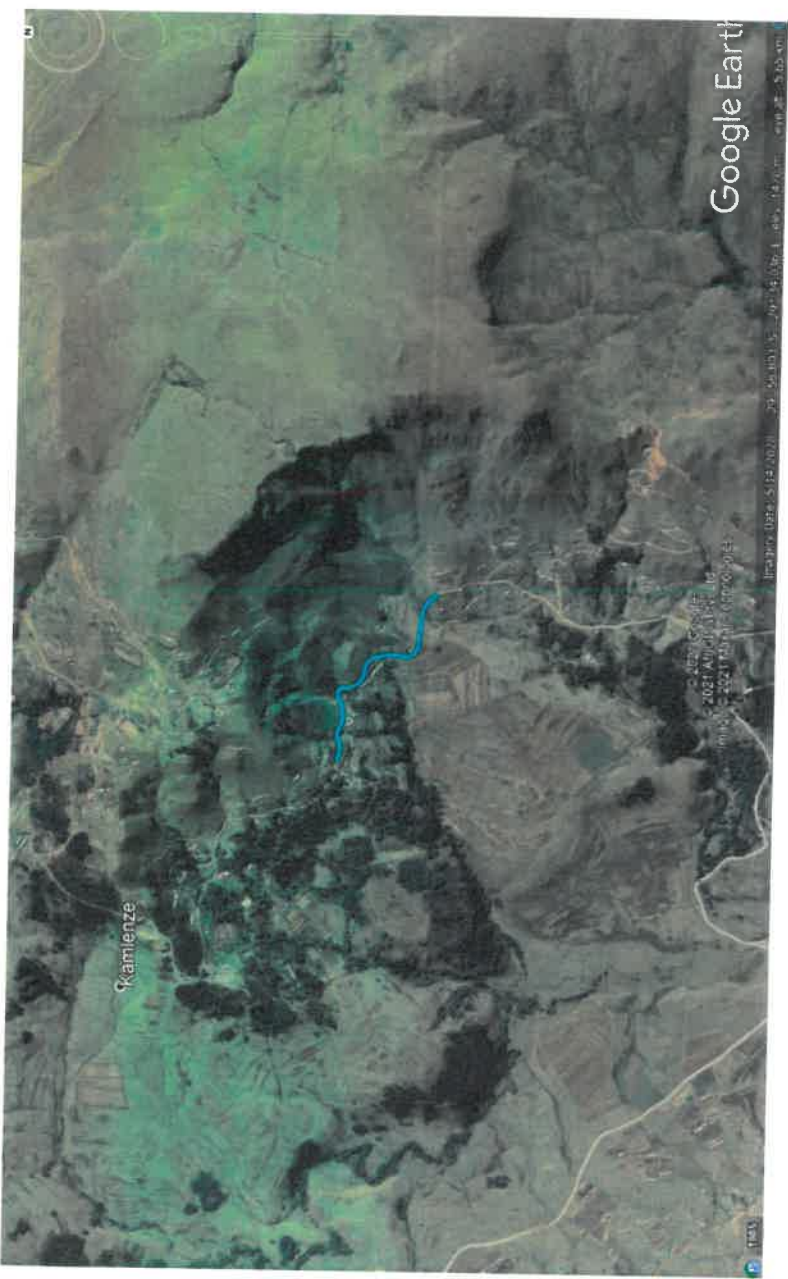
DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS
CONSTRUCTION OF SDANGENI BRIDGE ROAD:
WARD 4

TENDER N° PWBS: B007/21/22

PART C4 : SITE INFORMATION

C4.1 Locality Plan

WARD 4



Co-ordinates	Start	End
	-29.97913, 29.57206	-29.9824, 29.57865

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CONSTRUCTION OF SDANGENI BRIDGE ROAD:
WARD 4

TENDER N° PWBS: B007/21/22

PART C5 : ANNEXURES

Annexure A Drawings

Annexure B Environmental Management Programme

PART C5 ANNEXURE A

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued separately.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

CIVIL DRAWINGS	
300943-CI-DAL-2007-001	WARD 4 SDANGENI BRIDGE CH0 TO CH520
300943-CI-DAL-2007-002	WARD 4 SDANGENI BRIDGE CH520 TO CH1012.026
300943-CI-DRD-0001-001	CONSTRUCTION DETAILS

PART C5 ANNEXURE B
ENVIRONMENTAL MANAGEMENT PLAN

The following documents are to be forwarded to Contractor