

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD



BLOUBERG MUNICIPALITY

UPGRADING OF SENWABARWANA BY-PASS ROAD

(CONTRACT NO.: BM 01/20/21)

(AUGUST 2020)

TENDER DOCUMENT

TENDERER: _____

AMOUNT TENDERED: _____

AMOUNT IN WORDS: _____

CIDB REGISTRATION NUMBER: _____

CIDB GRADING: _____

TENDER CLOSURE DATE: _____

Issued by:

The Municipal Manager
Blouberg Municipality
P.O.Box 1593
Senwabarwana,0790
Tel: (015) 505 7100
Fax: (015) 505 0568/0296

Prepared by:



T2-Tech Consulting Engineers
P.O.Box. 233
Fauna Park,0787
Polokwane
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Municipal
Infrastructure
Grant



EXPANDED PUBLIC WORKS PROGRAMME

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1	Tender Notice and Invitation to Tender (White pages).....	T.3
T1.2	Tender Data (Pink pages).....	T.7

PART T2: RETURNABLE DOCUMENTS

T2.1	Returnable Schedules required for Tender Evaluation (Yellow pages)	T.27
T2.2	Other Documents required for Tender Evaluation (Yellow pages)	T.39
T2.3	Returnable Schedules that will be Incorporated into the Contract (Yellow pages)	T.43

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance (White pages).....	C.3
C1.2	Agreement in Terms of the Occupational Health & Safety Act (White pages)	C.7
C1.3	Guarantee (White pages)	C.10
C1.4	Form Agreement in Terms of the Mine Health and Safety Act (White pages)	C.12
C1.5	Appointment in Terms of Section 4 of the Mine Health and Safety Act (White pages).....	C.14
C1.6	Mine Health and Safety Act No 29 (White pages).....	C.16
C1.7	Agreement in Terms of the Mine Health and Safety Act (White pages)	C.18
C1.8	Contract Data (Yellow pages).....	C.20

PART C2: PRICING DATA

C2.1	Pricing Instructions (Yellow pages).....	C.32
C2.2	Bills of Quantities (Yellow pages)	C.36
C2.3	Summary of Bill of Quantities (Yellow pages).....	C.37
C2.4	Calculation of Tender Sum (Yellow pages).....	C.38

PART C3: SCOPE OF WORK

C3.1	Description of Works (Blue pages)	C.41
C3.2	Engineering (Blue pages)	C.52
C3.3	Procurement (Blue pages).....	C.53
C3.3A	Blouberg Municipality Procurement Policy.....	C53A
C3.4	Construction (Blue pages)	C.65
C3.5	Management (Blue pages)	W.190

PART C4: SITE INFORMATION

C4.1	Site Information (Green pages)	C.187
C4.2	Locality Plan (White pages).....	C.188

PART C5: ANNEXURES

C5.1 :	Proforma Documents (White pages).....	C.190
C5.2 :	Guidelines for the Implémentation of Labour Intensive Infrastructure Project Under the Expanded Public Works Programme (EPWP).....	C.202
C5.3 :	Contract Drawings (White pages).....	C.233

T.1

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T.2

PART T1 : TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T.5
T1.2	TENDER DATA	T.7

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T.3

MBD1

INVITATION TO BID

BLOUBERG LOCAL MUNICIPALITY

BID NUMBER:..... CLOSING DATE:..... CLOSING TIME:.....

DESCRIPTION:

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

BID DOCUMENTS MAY BE DEPOSITED INTO THE TENDER BOX SITUATED AT BLOUBERG MUNICIPALITY:

SECOND BUILDING, SENWABARWANA –MOGWADI ROAD,

SENWABARWANA 0790

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

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, BLOUBERG SCM POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
A REGISTERED AUDITOR
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: BLOUBERG MUNICIPALITY

Department: SUPPLY CHAIN MANAGEMENT UNIT

Contact Person: MR MAKOBELA MM

Tel: 015 505 7157

Fax: 015 505 0296

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: MS RABUMBULU MH

Tel: 015 505 7100

Fax: 015 505 0296

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21
UPGRADING OF SENWABARWANA BY-PASS ROAD****CONTRACT NO: BM01/20/21****SENWABARWANA BYPASS ROAD****T1.1 TENDER NOTICE AND INVITATION TO TENDER****BLOUBERG MUNICIPALITY INVITES TENDERS FOR:**

PROJECT NUMBER	PROJECT NAME AND DESCRIPTION	EVALUATION CRITERIA	REQUIRED CIDB GRADING	COMPULSORY BRIEFING SESSION	CLOSING DATE	CONTACT PERSON
BM01/20/21	Upgrading of Senwabarwana By-Pass Road	Price = 80 Equity = 20 (refer to the B-BBEE status level of contributor points table below).75%/90 points for Functionality	6CE or Higher	Not applicable due to COVID	Date: 11/09/2020 Time: 11:00am	Makobela MM (SCM Manager) and Rabumbulu M.H (PMU Manager) on (015)505 7100

B-BBEE STATUS LEVEL OF CONTRIBUTOR POINTS FOR 80/20

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
	80/20
1	20
2	18
3	14
4	12
5	8
6	6
7	4

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

8	2
Non-Compliant Contributor	0

Mandatory requirements: Company Registration certificate, Certified copies of ID Documents for members/ Directors of Company, Company Profile with list of experience projects and traceable references (appointment letters and completion certificates), Proof of registration with the Construction Industry Development Board (CIDB) where applicable, B-BBEE, Signed Audited Annual Financial Statement for the past three financial years, Valid Letter of Good Standing from the Department of labour (COIDA), Proof of Municipal Account in good standing order for both the directors and company, Joint Venture Agreement in cases of a Joint Venture. Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report), fully completed and signed MBD1 to MBD 9 forms. Tender document that has been disassembled and failure to use colour coded papers will lead to outright disqualification. Authority to Sign, Complete and sign form of offer. Insurance letter of intent.

The following conditions and rules will apply for these projects

N.B: Contractors outside Blouberg Municipality are advised to enter in to a joint venture with Local contractors (within Blouberg Municipality) at least 30% minimum threshold and failure to do so the bidder will be allocated with the local subcontractor during the construction of the project.

The Municipality adhere to all the acts relevant to procurement of Goods and/ or Services and its Supply Chain Management Policy

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

The descriptions of the Construction Industry Development Board (CIDB) will apply.

Tender documents for the above projects are downloadable from ETender's website at No fee.

Tender closure is as per the table above, public opening will follow immediately after closure. Tender documents must be deposited in the Tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number.

Certified copy of the latest Municipal Account with Municipal rates & services charges for both the company and director, (NB Bidders may be disqualified if they are in arrears for more than 3 Months with these rates and charges.)

Bids must only be submitted on the documentation provided by SCM unit of Blouberg Municipality Telegraphic, Telephonic, facsimile, e-mailed, incomplete, and pencilled and undersigned and late Tenders will not be accepted.

The Municipality is not obliged to accept the lowest bidder or any bidder.

MACHABA MJ: MUNICIPAL MANAGER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
F.1.1	The employer is the Blouberg Local Municipality .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p style="padding-left: 20px;">C3.1 Description of Works</p>

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Subclause	Data
	<p>C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Proforma Documents C5.2 : Blouberg Local Municipality Supply Chain Policy C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is: Name: T2 Tech Engineers Pty (Ltd), Address: 16 A Church street, Polokwane, 0699. Tel: (015) 291 3320 Fax: (015) 295 2116 E-mail: office@t2tech.co.za</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none">1. Every member of the joint venture is registered with the CIDB or can provide proof of having registered.2. the lead partner has a contractor grading designation in the 6CE class of construction work; and3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work are eligible to submit tenders.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Subclause	Data
F.2.7	<p>The arrangements for a compulsory clarification meeting are: not applicable</p> <p>Location: not applicable</p> <p>Date: not applicable</p> <p>Confirmation of attendance to be notified at least one full working day in advance to:</p> <p>Name: Tebogo Makgoka Cell: 067 124 6020 (T2 Tech Engineers Pty Ltd) Tel.: (015) 291 3320 Fax: (015) 295 2116 e-mail: office@t2tech.co.za</p>
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Area, Blouberg Municipal Offices, Senwabarwana</p> <p>Identification details: "TENDER NO. CONTRACT No. BM01/20/21 for "UPGRADING OF SENWABARWANA BY-PASS ROAD"</p>

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Subclause	Data
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 11h00 hours on 11 September 2020
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.
F.3.4	The time and location for opening of tender offers: Time: not applicable Location: Reception Area, Blouberg Municipal Office
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained below.</p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>P_s = Points scored for functionality and price of the bid/proposal</p> <p>W₁ = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1000 000.</p> <p>P_t = Rand value of tender under consideration</p> <p>P_{min} = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Subclause	Data																						
	<p data-bbox="368 450 863 483">Tender preferences claimed (80/20)</p> <p data-bbox="368 707 1426 775">Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below</p> <table border="1" data-bbox="384 898 1350 1361"> <thead> <tr> <th data-bbox="384 898 978 949">B-BBEE STATUS LEVEL OF CONTRIBUTOR</th> <th data-bbox="978 898 1350 949">NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 949 978 1010"></td> <td data-bbox="978 949 1350 1010">80/20</td> </tr> <tr> <td data-bbox="384 1010 978 1055">1</td> <td data-bbox="978 1010 1350 1055">20</td> </tr> <tr> <td data-bbox="384 1055 978 1099">2</td> <td data-bbox="978 1055 1350 1099">18</td> </tr> <tr> <td data-bbox="384 1099 978 1144">3</td> <td data-bbox="978 1099 1350 1144">14</td> </tr> <tr> <td data-bbox="384 1144 978 1189">4</td> <td data-bbox="978 1144 1350 1189">12</td> </tr> <tr> <td data-bbox="384 1189 978 1234">5</td> <td data-bbox="978 1189 1350 1234">8</td> </tr> <tr> <td data-bbox="384 1234 978 1279">6</td> <td data-bbox="978 1234 1350 1279">6</td> </tr> <tr> <td data-bbox="384 1279 978 1323">7</td> <td data-bbox="978 1279 1350 1323">4</td> </tr> <tr> <td data-bbox="384 1323 978 1368">8</td> <td data-bbox="978 1323 1350 1368">2</td> </tr> <tr> <td data-bbox="384 1368 978 1413">Non-Compliant Contributor</td> <td data-bbox="978 1368 1350 1413">0</td> </tr> </tbody> </table> <p data-bbox="368 1485 1426 1552">The points scored by a tenderer in respect of B-BBEE contribution must be added to the points scored for price as calculated</p>	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS		80/20	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS																						
	80/20																						
1	20																						
2	18																						
3	14																						
4	12																						
5	8																						
6	6																						
7	4																						
8	2																						
Non-Compliant Contributor	0																						
F3.13.1	<p data-bbox="368 1585 1058 1619">Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li data-bbox="368 1659 1426 1727">a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; <li data-bbox="368 1753 1426 1883">b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and <li data-bbox="368 1910 1426 2011">c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. 																						
F.3.18	<p data-bbox="368 2040 1426 2107">The number of paper copies of signed contract to be provided by the Engineer is one (1)</p>																						

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Subclause	Data																		
	<p>Labour Content: The minimum Labour content for this project shall be 10%.</p>																		
	<p>Eligibility requirements A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .</p>																		
F3.19	<p>Functionality The bidders who complied administratively are considered for further evaluation on ability to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation. NB! The minimum cut off points for functionality is 75 percent out of 90 points and any bidder scoring less than 75 Percent will not be considered for further evaluation.</p> <p>Functionality</p> <table border="1" data-bbox="368 1402 1420 1843"> <thead> <tr> <th data-bbox="368 1402 467 1458">Item</th> <th data-bbox="467 1402 1251 1458">Criteria</th> <th data-bbox="1251 1402 1420 1458">Weighting</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1458 467 1581">A</td> <td data-bbox="467 1458 1251 1581">Company/Entity's experience in construction of roads .score will be based on successfully executed and completed building projects over the last five years of which details are provided</td> <td data-bbox="1251 1458 1420 1581">40</td> </tr> <tr> <td data-bbox="368 1581 467 1671">B</td> <td data-bbox="467 1581 1251 1671">Specific personnel knowledge will be based on qualification, years of experience on roads projects.</td> <td data-bbox="1251 1581 1420 1671">25</td> </tr> <tr> <td data-bbox="368 1671 467 1727">C</td> <td data-bbox="467 1671 1251 1727">Bank Rating</td> <td data-bbox="1251 1671 1420 1727">10</td> </tr> <tr> <td data-bbox="368 1727 467 1783">D</td> <td data-bbox="467 1727 1251 1783">Plant and equipment necessary for construction</td> <td data-bbox="1251 1727 1420 1783">15</td> </tr> <tr> <td data-bbox="368 1783 467 1843"></td> <td data-bbox="467 1783 1251 1843">Total</td> <td data-bbox="1251 1783 1420 1843">90</td> </tr> </tbody> </table>	Item	Criteria	Weighting	A	Company/Entity's experience in construction of roads .score will be based on successfully executed and completed building projects over the last five years of which details are provided	40	B	Specific personnel knowledge will be based on qualification, years of experience on roads projects.	25	C	Bank Rating	10	D	Plant and equipment necessary for construction	15		Total	90
Item	Criteria	Weighting																	
A	Company/Entity's experience in construction of roads .score will be based on successfully executed and completed building projects over the last five years of which details are provided	40																	
B	Specific personnel knowledge will be based on qualification, years of experience on roads projects.	25																	
C	Bank Rating	10																	
D	Plant and equipment necessary for construction	15																	
	Total	90																	

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****A. COMPANY EXPERIENCE/TRACK RECORD, ATTACH COPY OF APPOINTMENT LETTERS AND COMPLETION CERTIFICATE**

COMPANY EXPERIENCE	WEIGHT	RATING
<ul style="list-style-type: none"> Successful completed projects of similar nature of above 10 million at least 5 or more Appointment letters Completion letters 	40	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1

B. SPECIFIC PERSONNEL KNOWLEDGE (CONSTRUCTION OF ROADS) ATTACHED CERTIFIED COPY OF QUALIFICATIONS AND CURRICULUM VITAE

Management and key stuff	Weight	Rating
PROJECT MANAGER <ul style="list-style-type: none"> At least Degree in project management or (BSc civil Eng., B-tech civil Eng.). With Successive five (5) years' Experience in construction of projects of similar nature 	10	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
SITE AGENT <ul style="list-style-type: none"> At least national diploma in civil engineering and successive five (5) years' experience in construction of projects 	5	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
FOREMAN <ul style="list-style-type: none"> Technical certificate (N6) and successive five (5) years' experience of projects of similar nature 	5	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
HEALTH AND SAFETY		<ul style="list-style-type: none"> Excellent = 5

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

<ul style="list-style-type: none">National Diploma in occupational health and safety with five years' experience or equivalent	5	<ul style="list-style-type: none">Very good = 4Good = 3Fair = 2Poor = 1
MAXIMUM POINTS	25	

C. Plant and Equipment necessary for construction

Plant and equipment	weight	Rating
At least 1 Excavator, 2 Graders, 2 TLB's, 4 Tipper Trucks, 2 Self-propelled rollers.	15	<ul style="list-style-type: none">Excellent = 5Very good = 4Good = 3Fair = 2Poor = 1
Maximum points	15	

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction as determined by the employer.

Access to plant maybe inform of ownership, hire or leasing agreement orders etc. a letter of intent from hiring and leasing companies stating the number and type of plant and equipment on which arrangement has been made will be accepted.

D. Financial Status

No	Weight	Rating
At least Bank Rating A	10	<ul style="list-style-type: none">Excellent = 5Very good = 4Good = 3Fair = 2Poor = 1
Maximum Points	10	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Annex: Standard Conditions of Tender**F.1 General****F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to clarification**

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 4: Financial offer, quality and preferences	1) Score tender evaluation points for financial offer.
	2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.
	3) Calculate total tender evaluation points.
	4) Rank tender offers from the highest number of tender evaluation points to the lowest.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

	5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
--	--

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

F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.27
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.58
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.87

*BLOUBERG MUNICIPALITY***CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY	T.28
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.31
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.32
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.33
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.34
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.35
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.36
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE	T.37
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER	T.38
T2.1 J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.40
T2.1 K	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.41
RDP(A)	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.44
RDP(B)	SCHEDULE OF LABOUR CONTENT.....	T.47
RDP(C)	EMPLOYMENT OF ABE'S.....	T.48
RDP(D)	PDI EQUITY IN PROJECT	T.49
RDP(E)	PDI SUPERVISORY STAFF.....	T.50
RDP(F)	ABE DECLARATION AFFIDAVIT	T.51
RDP(G)	GENERIC TRAINING	T.52
RDP(H)	ENTREPRENEURIAL TRAINING	T.53
RDP(I)	ENGINEERING SKILLS TRAINING.....	T.54

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 A CERTIFICATE OF AUTHORITY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of
, hereby confirm that by resolution of the board
 (copy attached) taken on20...., Mr/Mrs.....acting in the
 capacity of.....,was authorised to sign all documents
 in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
 . Chairman

2.....
 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity
 of.....to sign all documents in connection with the tender for
 Contract.....and any contract resulting from
 it on our behalf.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING WILL NOT BE APPLICBLE

This is to certify that

..... (Tenderer)

of

.....(address)

.....

Was represented by the person(s) named below at the compulsory meeting held for all tenderers at(location) on.....(date), starting at.....

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

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

Name..... Signature.....

Capacity..... Date & Time.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>			
	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

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

Tenderer.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 F 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:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the employer’s or the tenderer’s risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 H CONTRACTOR’S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor’s gene.....Municipality obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):% (insert percentage).

ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01)		
ITEM	PORTION OF RATE OR SUM (R)	VALUE (RANDS)
TOTAL VALUE		

SIGNED ON BEHALF OF TENDERER:

Note to Tenderer:

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 ICERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result inMUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
- 2) R2,5 million in respect of labour-only subcontractors
- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:30%
ABE support	10%

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

HDI 50%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

K3 Preferential Procurement Point System Policy

The Blouberg Municipality Procurement Policy is included under section C3.3 Procurement.

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.1 L EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.

	Ownership	Percentage owned	Points claimed
1.1	Equity ownership by persons who had no franchise in the national elections	%	.....
1.2	Equity ownership by women	%	.....
1.3	Equity ownership by disabled persons*	%	.....

*If points are claimed for disabled persons, indicate nature of impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2. DECLARATION WITH REGARD TO EQUITY

- 2.1 Name of firm :
- 2.2 VAT registration number :
- 2.3 Company registration number :

2.4 TYPE OF FIRM

	Partnership
	One person business / sole trader
	Close corporation
	Company
	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

2.6 COMPANY CLASSIFICATION

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member:

Name of HDI member (to be consistent with paragraph 2.8)	Percentage (%) of the contract value managed or executed by the HDI member

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the **Blouberg Municipality** may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1

SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:

.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****RDP1(E) SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 30%. A minimum value of this 30% target value should be obtained from Local Labour content. **See Form T2.1 K item K2.4 (a).**

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

- (1) **Labour is defined as hourly paid personnel.**
- (2) **The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.**

SIGNED ON BEHALF OF THE TENDERER:

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****RDP2(E) EMPLOYMENT OF ABE'S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. *See Form T2.1 K, item K2.4(a)*

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representatives at directorship level.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 10%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

Notes to tenderer:

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

RDP8(E) ENGINEERING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 3.1

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

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

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

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

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

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

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

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

*Delete if not applicable

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 3.2

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

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

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

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

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

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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

*Delete if not applicable

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

3

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

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

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

2.2 If yes, provide particulars.
.....
.....
.....
.....

* Delete if not applicable

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

2

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

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

4.1 If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....
Signature

.....

Date

.....
Position

.....

Name of Bidder

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

2

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

3

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

4

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

5

9.2 VAT registration number :

9.3 Company registration number :

.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (d) restrict the bidder or ⁶ contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

..... SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

MBD 8

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

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁸ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js0141w 4

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.84
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.85
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.86

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX

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

***Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by theMUNICIPALITY.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 6CE or Higher

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.3 A	ORGANIGRAM AND CURRICULUM VITAE OF KEY PERSONNEL.....	T.88
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.89
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.90
T2.3 D	RATES FOR SPECIAL MATERIALS	T.91

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.3 A ORGANIGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD**T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4 FINAL)	R
TOTAL: R.....	
(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)	

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	D.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	D.7
C1.3	GUARANTEE	D.10
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	D.12
C1.5	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	D.14
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	D.16
C1.7	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	D.18
C1.8	CONTRACT DATA	D.20

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

“UPGRADING OF SENWABARWANA BY-PASS ROAD“

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 PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer
(Name and address of organization)

Name and
signature of
witness Date

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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, which must be signed by the authorised representative(s) of both parties.

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Signature(s)

Name(s)

Capacity

for the Employer.....
(Name and address or organization)

Name and
signature of
witness Date:

Schedule of Deviations

Item	Deviation Details

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at on this the day of in the year..... between THE MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (3Rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
 5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.3 GUARANTEE

The Municipal Manager
Blouberg Municipality
P.O.Box 1593
Senwabaranwa

CONTRACT

I/We, the undersigned,

.....

acting herein in my/our capacity as

.....

..... and as such duly authorized

to represent

.....(Hereinafter

referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the

obligations of

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Chief Executive Officer of Roads Agency Limpopo and the said Contractor, and/or for the refund by the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 7 and 49 of the Gene.....Municipality Conditions of Contract 2004, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Chief Executive Officer from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R ((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

..... or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Chief Executive Officer have been paid and you or the said Chief Executive Officer shall always be entitled without your or the Chief Executive Officer 's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General Conditions of Contract 2004.

SIGNED at on this day of 20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:.....
.....

2.
ADDRESS:.....
.....

STAMP DUTY AND ENDORSEMENT

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) GUARANTEE PROVIDED BY BANK

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

ENDORSEMENT

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by in his capacity asand delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 52 of the General Conditions of Contract (2004).

- 6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
- 7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I, in my capacity as of the Employer, The MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appointin his capacity as of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I hereby accept the above appointment

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

Note to tenderer:

The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity as of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I hereby accept the above appointment:

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs natural in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... betweenMUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as

a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- 4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****C1.8 CONTRACT DATA****C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	The employer is the BLOUBERG MUNICIPALITY .
1.1.15	The Engineer is T2TECH ENGINEERS PTY LTD
1.2	The employer's address for receipt of communication is: Telephone: (015) 505 7100 Facsimile: (015) 505 0568/ 0296 e-mail: blou@bloubergmunicipality.co.za Address: P.O.Box Senwabaranwa,0790
1.1.15	The engineer is T2Tech Consulting Engineers
1.2	The engineer's address for receipt of communication is: Telephone:015 291 3320 Facsimile: 015 295 2116 e-mail:t2ce@mweb.co.za Address:16 A Church Street ,Polokwane,0700
1.6	The special non working days are public holidays, Saturdays and Sundays.
1.6	The year end break commences on 12 December 2020 and ends on 02 January 2021 .
2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties;
7.	The Guarantee is to contain the same wording as the document included as

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Clause							
	C1.3 under returnable documents.						
7.	The amount of the Guarantee is to be 10% of the Contract Price.						
7.	The Guarantee is to be delivered 14 days after the Letter of Acceptance.						
10.	The Works are to be commenced within 14 days of the Site Handover Date .						
12.2	The Works programme is to be delivered within 7 days of the Site Handover date						
35.	The amount to be included in the sum insured to cover the value of: Tendered amount .						
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is Nil						
35.1.1.2.3	b) Professional fees not included in the Contract Price is NIL						
35.1.3	The limit of the liability insurance required is R10%						
35.1.4	The following additional and varied insurances are required: NIL						
37.2.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 10%.						
42.1	The Works shall be completed within 6 months as envisaged by the employer.						
43.1	The penalty for delay is <u>R.5000</u> per working day or part thereof.						
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150 The values of the co-efficients are:</p> $(1-x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">New Road Construction</td> <td style="width: 33%;">Rehabilitation</td> <td style="width: 33%;">Labour Intensive</td> </tr> <tr> <td>x = 0,150</td> <td>...</td> <td>...</td> </tr> </table>	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150
New Road Construction	Rehabilitation	Labour Intensive					
x = 0,150					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Clause	
	(paragraph 4(i) and 4(ii)).
49.1.5	The percentage limit on materials not yet built into the Permanent Works is 10%.
49.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
49.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
49.4	Minimum amount of interim payment certificate is R10 000.00
49.6	A Retention Money Guarantee is permitted.
53.1	The Defects Liability Period is twelve (12) calendar months after practical completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration or South African Court Law
	Time within which payment to contractor for works done must be made: 30 days after measurement of Works by RE.
	Interest to be paid by Client on delayed payment: Prevailing commercial Bank interest rate.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	The contractor's address for receipt of communication is: Telephone: Facsimile: e-mail:..... Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within 7 months as proposed .
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

C1.8.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

“1.1.25 Letter of Acceptance means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

1.1.25 Selected sub contractor shall mean a sub contractor selected in terms of clause 6 of the GCC.

2. ENGINEER AND ENGINEER’S REPRESENTATIVE**2.2 Engineer to consult with contractor and Employer**

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

“2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

“4.2 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.3 Contractor’s liability for his own design errors

In the first line insert “and Temporary” between “Permanent” and “Works”.

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

“4.6(3) Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mining Authorisation

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.6(5) Environmental Management Programme

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

Add the following:

“4.7 Extent of Contractor’ obligations

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

6. SUBCONTRACTING

Add the following subclauses:

“6.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

“Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“30.2 Preclude seizure of constructional plant

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

30.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

32. CARE OF THE WORKS

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

45. PROVISIONAL AND PRIME COST SUMS

45.1.2.1.1 In the first line after the word "sums" insert “excluding VAT”

45.1.2.1.2 In the fourth line after the word "amount" insert “excluding VAT”

49 INTERIM PAYMENTS

49.4 Employer's obligation to pay

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 15 PER CENT

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

55 TERMINATION BY EMPLOYER

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

- 56.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or.”

58. SETTLEMENT OF DISPUTES

- 55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	D.33
C2.2	BILL OF QUANTITIES	D.37
C2.3	SUMMARY OF BILL OF QUANTITIES	D.45

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a breach to the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C2.2 BILL OF QUANTITIES

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1200			SCHEDULE A : ROAD CONSTRUCTION		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Provisions				
	(a) Community Liason Officer (@3900/Month)	Prov Sum	6	3 900,00	23 400,00
	(b) Relocation and protection of existing services	Prov Sum	1	238 000,00	238 000,00
	(c) Project steering commettee (@175/sitting)	Month	6	875,00	5 250,00
	(e) Handling cost and profit in respect of sub item B13.02 (a), (b), (c), (d) & (e)	%		266 650,00	
	(f) Provision of Name Borad	No	1,00		
B12,03	Compensation for Private Land use	Prov Sum	1		100 000,00
	(b) Handling costs and profit in respect of sub-item 12.03 above	%		100 000,00	
12,06	Provision for specialist services				
	(a) Environmental Impact Assessment (EIA) & Monitori	Prov Sum	1		120 000,00
	(b) Handling costs and profit in respect of sub-item 12.06 above	%		120 000,00	
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1200					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1300		SCHEDULE A : ROAD CONSTRUCTION			
		UNIT	QTY	RATE	AMOUNT R
	SECTION 1300				
13,00	1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13,01	Contractor's general obligations:				
	(a) Fixed obligations	L.Sum	1		
	(b) Value-related obligations	L.Sum	1		
	(c) Time-related obligations	Month	6		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1300					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1400		SCHEDULE A : ROAD CONSTRUCTION			
		UNIT	QTY	RATE	AMOUNT R
	SECTION 1400				
14,00	1400: HOUSING, OFFICE AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14,03	Office fittings, installations and equipment				
	(i) Prime cost items and items paid for in Lump Sum	Prov Sum	1	220000	220 000,00
	(ii) Provision of service in connection with contract administration	PC Sum	1	52000	52 000,00
	(iii) Handling costs and profit in respect of subsubitem 14.03 (i) & (ii)above	%	272 000,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1400					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1500			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15,00	1500: ACCOMMODATION OF TRAFFIC				
15,01	Accommodating traffic and maintaining temporary deviations (7 m wide)	km	2		
15,03	Temporary traffic control facilities				
	(a) Flagmen	man- day	132		
	(e) Road signs, R- and TR-series (L=600mm)	No	11		
	(f) Road signs, TW-series	No	10		
	(h) Delineators (TW401) (W=150mm)				
	(i) single	No	10		
	(ii) mounted back to back	No	20		
	(j) Traffic cones	No	20		
15,04	Provision of Road barriers	No	2		
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	500		
15,06	Watering of temporary deviations	kl	1250		
15,07	Blading by road grader of:				
	(a) Temporary deviations	km- pass	35		
15,1	Accommodation of traffic where the road is constructed in half-widths	km	0,5		
15,12	Temporary Culverts:				
	(a) Provision and laying of temporary prefabricated culverts complete (600 dia, Class 75 D interlocking, Class B bedding)	m	0		Rate only
	(b) Re-use of prefabricated culverts complete (600 dia, Class 75 D Interlocking, Class B bedding)	m	62		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1500					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1700			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1700				
17,00	1700: CLEARING AND GRUBBING				
17,01	Clearing and grubbing including removal of topsoil to stockpile	ha	10		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1700					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1800		SCHEDULE A : ROAD CONSTRUCTION			
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18,00	SECTION 1800				
	1800: DAY WORKS SCHEDULE				
B18.01	Labourers				
	(i) Unskilled	hours	1		Rate only
	(ii) Semi-skilled	hours	1		Rate only
	(iii) Skilled	hours	1		Rate only
B18.02	Foreman	hours	1		Rate only
B18.03	Tipper Trucks				
	(i) 3-5ton	hours	1		Rate only
B18.04	Loader (0.5m ³)	hours	1		Rate only
B18.05	Grader (CAT 140G or similar)	hours	1		Rate only
B18.06	LDV	hours	1		Rate only
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 1800					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 2100			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2100				
21,00	2100: DRAINS				
21,03	Excavation for subsoil drainage systems (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m	m ³	500		
	(b) Extra over subitem 21.03(a) for excavation in in hard material irrespective of depth	m ³	100		
21,04	Impermeable backfilling to subsoil drainage systems	m ³	250		
21,06	Natural permeable material in subsoil drainage systems (crushed stone) (b) Crushed stone obtained from commercial sources (ii) Coarse grade stone	m ³	210		
21,07	Natural permeable material in subsoil drainage system (Sand) (b) Sand from commercial sources	m ³	120		
21,08	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings (1) Perforated (i) 150mm dia.	m	500		
21,09	Polyethylene sheeting 0,15 mm thick, or similiar approved material, for lining subsoil drainage systems	m ²	50		
21,1	Synthetic fibre filter fabric (i) Kaymat U24 or approved equivalent "	m ²	300		
21,12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems: (a) Outlet structures	No	4		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 2100					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 2200			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2200				
22,00	2200: PREFABRICATED CULVERTS				
22,01	Excavation (a) Excavating soft to intermediate material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	1 242,00		
	(ii) 1,5m up to 2,5m	m ³	1 083,60		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	150,00		
22,02	Backfilling (a) Using the excavated material	m ³	2096,00		
22,03	Concrete culverts (1)Rectangular (portal) culvert (Class 75D)				
	(i) 450x900mm	m	112		
	(ii) 600x900mm	m	84		
22,07	Cast in-situ concrete and formwork (c) Inlet and outlet structures, skewed ends, catchpits, floor slab, energy dissipator blocks at the outlet (class 30/19 Mpa)	m ³	25,00		
22/62.01	Formwork to provide (F2) surface finish to culvert head and wing walls constructed under 22.07 (c)	m ²	32		
22,8	Reinforcement (a) Welded steel fabric	Tn	5		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 2200					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 2300			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing (SANS 927 : 2007)				
	(b) Figure 7	m	400,00		
	(c) Figure (7/8C) Transition	m	55,00		
	(d) Insitu concrete kerbing (25/19) MPa with contraction joint @ 2 meters and expansion joint (softboard) every 10 meters, alternative to 23.01 (b)	m	55,00		
23.04	Cast In situ concrete chutes (measured by components):				
	(a) Concrete (30/19)	m ³	10,00		
	(b) Formwork (F1 surface finish)	m ²	10,00		
23.06	Inlet, outlet, transition and similar structures (measured by components)				
	(a) Concrete (25M/19) MPa	m ³	10,00		
	(b) Formwork(F2 surface finish)	m ²	10,00		
23.07	Excavation for concrete-lined open drains:				
	(a) In soft material	m ³	432,00		
	(b) In hard material	m ³	50,00		
23.13	Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	1 200,00		
B23.16	Cast insitu concrete and formwork for access (500m)				
	(a) Concrete lined side drains (30/19) Mpa (Type 3)	m ³	10,00		
	(b) Concrete for stand accesses (30/19) MPa	m ³	Rate Only		
B23.17	Reinforcement				
	(a) Welded steel fabric	Tn	1,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 2300					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 3100			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3100				
31,00	3100: BORROW MATERIALS				
31,03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1		
	(b) Intermediate material	ha	1		
	(c) Soft material	ha	2		
B31.05	Provision and erection of security fencing	m	500		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 3100					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 3300			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33,00	3300: MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free haul up to 0,5 km (a) Gravel material in compacted layer thicknesses of 200 mm and (ii) Compacted to 93% of modified AASHTO density	m ³	960,00		rateonly
33,03	Extra over item 33.01 for excavating and breaking down material in - (a) Intermediate excavation (b) Hard excavation	m ³ m ³	96,00 76,80		
33,04	Cut to spoil/stock pile, including free haul up to 0,5 km. Material (a) Soft excavation (b) Intermediate excavation (c) Hard excavation (d) Bolders and blasting	m ³ m ³ m ³ m ³	4 800,00 480,00 492,45 520		
33,10	Roadbed preparation and the compaction of material (a) Compaction to 93 % of modified AASHTO density	m ³	3 960,00		
33,13	Finishing-off cut and fill slopes, median and interchange areas: (a) Cut slopes (b) Fill slopes	m ² m ²	0 220		Rate only
33/16.00	1600: OVERHAUL				
33/16.01	Overhaul (item 33.04) 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 .km	14 850,50		
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	28 862,25		
33/32.06	Stockpiling of material (Cut material for later use in layerworks)	m ³	5 772,45		
B33.20	Extra over item 33.01 for hand excavation to expose exististing	m ³	480,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 3300					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 3400			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3400				
34,00	3400: PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	Pavement layers constructed from commercial crusher run and gravel taken from cut or borrow, including free-haul up to 1,0 km				
	(a) Commercial base crusher run (G2 from quarry) layer compacted to:				
	(ii) 88% of modified AASHTO density (150 mm)	Tone	5 882,00		
	(b) Gravel Sub-base base (chemically stabilized material) compacted to:				
	(ii) 98 % of modified AASHTO density (150 mm compacted layer thickness)	m ³	6 048,00		
	(c) Gravel upper selected layers (un stabilized material) compacted to:				
	(ii) 95 % of modified AASHTO density (150 mm compacted layer thickness)	m ³	3 564,00		
	(d) Gravel lower selected layers (un stabilized material) compacted to:				
	(ii) 95 % of modified AASHTO density (150 mm compacted layer thickness)	m ³	3 564,00		
	(c) Gravel shoulder compacted to:				
	(ii) 96% of modified AASHTO density (125 mm compacted layer thickness)	m ³	1 440,00		
34/16.00	Overhaul (item 34.01) 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	73 080,00		
34/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	11 764,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 3400					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 3500			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3500				
35,00	3500: STABILIZATION				
35,01	Chemical stabilization extra over unstabilized compacted layers: (a) Sub-base layer, 150 mm thick	m ³	6 048,00		
35,02	Chemical stabilizing agent: (a) CEM II A/L 32.5 cement	t	362,88		
35,04	Provision and application of water for curing	kl	10 000,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 3500					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 4100			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 4100				
41,00	4100: PRIME COAT				
41,01	Prime coat: (c) MC-30 cut-back bitumen at the rate of 0.5 l/m ² |		9 768,00		
41,03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment |		976,80		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 4100					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 4200			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 4200				
42,00	4200: ASPHALT PAVEMENT AND SEALS				
42,02	Asphalt Surfacing				
	(a) Continuously graded asphalt (medium), 60/70 pen bitumen, 40mm thickness	m ²	19 536,00		
	(b) Tackcoat of 30% stable grade emulsion at the rate of 0.5 l/m ²	l	9 768,00		
	(c) Provision of traffic calming facilities as per drawing no T1608SO4TCDO1	No	4		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 4200					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

SECTION 5100			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 5100				
51.00(LI	5100: PITCHING, STONEMWORK AND				
51,01	Stone pitching: (b) Grouted stone pitching	m ²	700		
L 51.03	Stone masonry walls b)Cement-mortored stone walls For scour checks and remedial work	m ³	10		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 5100					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 5600		SCHEDULE A : ROAD CONSTRUCTION			
Item No	Description	UNIT	Quantity	RATE	AMOUNT
5600	ROAD SIGNS				
56,01	Road sign boards with painted or coloured semi-matt background (class II). Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:				
	c) Prepainted galvanized steel plate (chromadek)				
	i) Area not exceeding 2 m ²	m ²	30		
	ii) Area exceeding 2 m ² but not 10 m ²	m ²	50		
56,04	Kilometer posts	no	0		Rate only
56,03	Road sign supports				
	a) Steel tubing	t	2,5		
L 56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	95		
L 56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	95		
56,07	Extra over item 56.05 for rock excavation	m ³	0		Rate only
L 56.08	Dismantling storing and reerection of road signs with a surface area of				
	a) up to 2.0m ²	no	3		
	b) 2.0m ² to 10m ²	no	0		Rate only
B56.10	Danger Plates:				
	a) Danger plates at culverts – W401	no	20		
	b) Chevron plates at bridges and other locations – W401				
L B64/56.1	Cast in-situ concrete in footings to signs, Class 15/19	m ³	6		
5600	TOTAL CARRIED TO SUMMARY				

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****SECTION 5700****SCHEDULE A : ROAD CONSTRUCTION**

Item No	Description	UNIT	Quantity	RATE	AMOUNT
5700	ROAD MARKINGS				
57,01	Road-marking paint:				
a)	White lines				
i)	broken or unbroken, width of line: 150mm	km	2,5		
b)	Yellow lines				
i)	broken or unbroken, width of line: 150mm	km	5,0		
d)	White lettering and symbols	m ²	420		
d)	Yellow islands	m ²	1 200		
57,04	Variations in rate of application:				
a)	White paint	litre	20		
b)	Yellow paint	litre	20		
57,06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	2,5		
57,07	Re-establishing the painting unit at the end of the maintenance period	lump sum	1		
5700	TOTAL CARRIED TO SUMMARY				

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 5900			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 5900				
59,00	5900: FINISHING THE ROAD RESERVE AND TREATING OLD ROADS				
59,01	Finishing Road and road Reserve				
	(a) Single-carriageway road	km	2,5		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 5900					0,00

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 7300

SCHEDULE A : ROAD CONSTRUCTION

Item No	Description	UNIT	QTY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING FOR ROADS				
73,01	Concrete block paving on 25mm sand bedding for 1.5m Walk ways (class 30/19 concrete):				
b)	50mm interlocking block paving for Walkways	m ²	150		
73,02	Cast insitu concrete edge and intermediate beams				
e)	Edge beam 300x200mm	m	250		
73,03	Provision of approved herbicide and ant poison				
a)	Provision of materials	litres	2	24,98	56,21
b)	Contractors charges and profit	%	56		
7300	TOTAL CARRIED TO SUMMARY				

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 8100			SCHEDULE A : ROAD CONSTRUCTION		
	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 8100				
81,00	8100: TESTING MATERIALS AND WORKMANSHIP				
81,02	Other special tests requested by the engineer	PC Sum	1	220 000,00	220 000,00
81,03	Providing testing equipment (a) Straight-edge (3m)	No	2		
	(l) Handling cost and profit in respect of sub-item (81.02)		220 000,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 8100					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

				PART B	
		UNIT	QTY	RATE	AMOUNT
	PART B				
	PART B: OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS				
B1.1	Contractor initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L.Sum	1	25 000,00	25 000,00
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Regulations <i>Including Covid 19 Compliency measure on site</i>	Month	6	15 000,00	90 000,00
B1.3	Submission of the Health and Safety File	L.Sum	1	10 000,00	10 000,00
B1.4	Provision of PPE @ R800 per labourer for minimum of 50 labourers	Prov Sum	1	40 000,00	40 000,00
B1.5	Provision for safety Representative on site (@ 2900 per Month)	Month	6	2 900,00	17 400,00
B 1.6	OHS Agent as per Construction Regulations 2014 clause 5(5) and 5(7)	Month	6	15 000,00	90 000,00
B1.7	Medical Surveilance Program for all employees, Entry ,Exit and annual medicals	Prov. Sum	1	25 000,00	25 000,00
	(a) Contractor handling cost, profit and all other charges in respect of sub items B1.4 & B1.5	%	65 000,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR PART B					

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

				PART D	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PART D				
	PART D: STRUCTURED TRAINING				
D12.01	Provision for accredited training				
	(a) Generic Skills	Prov Sum	1	75000	75 000,00
	(c) Transport and Venue of workers for training where it is not possible to undertake the training in close proximity to the site	Prov Sum	1	15000	Rate only
	(d) Handling cost and profit in respect of sub item D12.01 (a), (b) & (c)	%	75 000,00		
TOTAL CARRIED FORWARD TO SUMMARY FOR PART D					

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

C2.3 SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	TENDERED AMOUNT
SECTION 1200	GENERAL REQUIREMENTS AND PROVISIONS	
SECTION 1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
SECTION 1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENG	
SECTION 1500:	ACCOMMODATION OF TRAFFIC	
SECTION 1700:	CLEARING AND GRUBBING	
SECTION 1800	DAY WORKS SCHEDULE	Rate only item
SECTION 2100	DRAINS	
SECTION 2200	PREFABRICATED CULVERTS	
SECTION 2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
SECTION 3100	BORROW MATERIALS	
SECTION 3300	MASS EARTHWORKS	
SECTION 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
SECTION 3500	STABILIZATION	
SECTION 4100	PRIME COAT	
SECTION 4200	ASPHALT PAVEMENT AND SEALS	
SECTION 5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
SECTION 5600	ROAD SIGNS	
SECTION 5700	ROAD MARKINGS	
SECTION 5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
SECTION 8100	TESTING MATERIALS AND WORKMANSHIP	
SUB-TOTAL		

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD



CALCULATION OF TENDER SUM

ITEM	TENDERED AMOUNT
TOTAL SCHEDULE A: ROADWORKS	
TOTAL SCHEDULE PART B: OHS ACT OBLIGATIONS	
TOTAL SCHEDULE PART D: TRSUCTURE TRAINING	
TENDER (CONTRACT) SUM	
CONTINGENCIES (5%)	
SUB-TOTAL	
ADD 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE (Page D.3)	

Note: Tender Sum is the value of the offered total of the prices exclusive of VAT, Contingencies, CPA and specials materials but including contractual variations.

SIGNED ON BEHALF OF TENDERER:

DATE:

THE CONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	D.65
C3.2	ENGINEERING	D.78
C3.3	PROCUREMENT	D.79
C3.4	CONSTRUCTION	D.93
C3.5	MANAGEMENT	D.235

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****DESCRIPTION OF WORKS****C3.1.1 Employer's Objectives**

The employer's objectives are to fast track the delivery of public infrastructure using labour intensive methods as part of the Expanded Public Works Programme (EPWP). The construction of the road will provide reliable access to the surrounding communities and the overall standard of living for the residents will ultimately be raised.

Labour-intensive works

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

C3.1.2 Overview and Location of Works

The project is located in Senwabarwana Business centre within Blouberg Municipality under Capricorn District of the Limpopo Province, about 110km Northwest of Polokwane. **(See the attached locality map)**

C3.1.3 Extent of Works

The proposed works involve the construction of Senwabarwana bypass road with a purpose of reducing traffic volumes crossing through Senwabarwana business centre. The road is to be constructed to Asphalt standard to a length of approximately 2.2km.

Surfacing and pavement structure

The following Pavement Structure is to be constructed:

Surfacing	:40 mm hot mix Asphalt Surfacing (60/70) pen. over 30% diluted stable grade anionic emulsion tack coat applied at 0.6 l/m ²
Base Layer:	:150 mm G2, compacted to a minimum of 85% RD
Subbase	:300 mm C3 cemented subbase using G5 from borrow pit compacted to 97% MDD

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Upper selected	:150 mm G7 from Borrow pit materials compacted ton 95% MDD
Lower selected	150mm of G8 from the borrow pit compacted to 93% MDD
Roadbed	: Fill or roadbed preparation ripped and re-compacted to 93% MDD

Storm water

Installation of cross culverts and concrete side drains with stone pitch areas on the inlets and out let of hydraulic structures for soil erosion protection have been provided

Road signs and Markings

Schedule for road signs and Markings have been provided and these will be executed in accordance to South Africa road traffic sign manual (volume 4 May 2012 Version)

C3.1.4 Location of the Works

The project is located at Senwabarwana in Blouberg Town of Blouberg Municipality under Capricorn District of the Limpopo Province, about 90km Northwest of Polokwane.

C3.1.5 Temporary Works

The temporary work to be undertaken is the construction of bypass, watering and maintenance to keep it smooth and safer while constructing the road. Temporary accommodation of traffic will also be done by means of placing temporary road signs before the commencement of any work within the road formation. Temporary road signs will be removed on completion of the construction work when they are no longer required.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with 3copy print size A0 of each of the drawings. The Prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

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

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the

working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

A27 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

A28 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

A29 Introduction

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

A29.2 In this document –

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

A30 Terms of Work

- A30.1 Workers on a SPWP are employed on a temporary basis.
- A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work

- A31.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks

- A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

A34 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A35 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

(a) the worker’s daily task rate, if the worker works for less than four hours;

(b) double the worker’s daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

A37.7 An employer must pay a worker sick pay on the worker's usual payday.

A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

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

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A38 Maternity Leave

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

A39 Family responsibility leave

- A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions

A40.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records

A41.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

A42 Payment

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- A42.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions

- A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

concerned.

A43.4 An employer may not require or allow a worker to –

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

A44 Health and Safety

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must –

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

A45 Compensation for Injuries and Diseases

A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.

A45.3 The employer must report the accident or disease to the Compensation Commissioner.

A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination

A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A47 Certificate of Service

A47.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

A48 Contractor's default in payment to Labourers and Employees

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.

A49 Provision of Handtools

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

A50 Reporting

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

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

ENGINEERING

C3.2.1 Design

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

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

PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

C3.3.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

C3.3.1.1 Company Registration

Whereas the Agency shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;
- (b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

C3.3.1.2 Tender Evaluation

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a "firm price".
- (f) Points scored must be rounded off to the nearest 2 decimals.
- (g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of

lots.

C3.3.1.3 Principles

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.
- (b) The equity ownership contemplated in sub-regulation (C3.3.1.3 (a)) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership as the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub regulation (C3.3.1.3 (b)) changes after the closing date of the tender, the tenderer must notify The Agency and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-regulations C3.3.1.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
 - i. Equity within private companies must be based on the percentage of equity ownership;
 - ii. Preference points may not be awarded to public companies and tertiary institutions;
 - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations C3.3.1.3 (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation C3.3.1.3 (f) must be submitted to the relevant The Agency.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-regulation C3.3.1.3 (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) Subject to regulations C3.3.1.3 (i), the contract must be awarded to the tender, which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more that 25 % of the value of the contract to a person who is not an HDI or does not qualify for such preference.

C3.3.1.4 Declarations

A tenderer must, in the stipulated manner, declare that-

- (a) The information provided is true and correct;
- (b) The signatory to the tender document is duly authorised; and
- (c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant The Agency.

C3.3.1.5 Penalties

- (a) The Municipality shall, upon detecting that a preference in terms of the Act and these regulations has been obtain on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (b) The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.3.1.5(a).
- (c) Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (d) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- (f) Restrict the contractor, its shareholders and directors from obtaining business from the Agency for a period not exceeding 10 years.
- (g) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

C3.3.1.6 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;
- (c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

C3.3.1.7 Criteria for Tender Evaluation

The Agency shall use the following criteria to evaluate tenders: -

- (a) Compliance with tender conditions;
- (b) Preference point system 90/10 on tenders with a Rand value above R50 million and preference point system 80/20 for tenders with a Rand value equal to, or above R30 000 but up to a Rand value of R50 million;
- (c) Status of the enterprise; and
- (d) Price and functionality.

C3.3.1.8 Preference Point System: 80/20

The following formula shall be used to calculate the points in respect of

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

tenders/procurement with a Rand value equal to, or above R30 000 and up to a R50 million. The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. The formula shall be used to determine points for price and functionality.

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

Where: P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

C3.3.1.9 Preference Point System: 90/10

The following formula must be used to calculate the points in respect of tenders/procurement with a Rand value above R50 million. This formula should be used to determine points for price and functionality.

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

Where: P_s = Point scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) A maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.

- (c) Only the tenderer with the highest number of points scored may be awarded.

C3.3.1.10 Award of Contract to Tender not Scoring the Highest Number of Points

- (a) Despite the fact that only the tenderer with the highest number of points scored may be awarded, a contract may, on reasonable and justifiable ground, be awarded to a tender that did not score the highest number of points.

C3.3.2 APPOINTMENT OF CONTRACTORS

C3.3.2.1 Procedure for Invitation of Tenders

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

C3.3.2.2 The tender invitation shall include:

- (a) Specifications and description of project or service to be procured.
- (b) Tendering information and documentation will be in English;
- (c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;
- (d) In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

C3.3.2.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate.
- (c) Authority to act and contractually bind the tenderer.

C3.3.2.4 Closure and Opening of Tenders

Tenders shall close on a date and time specified in tender document and shall be opened and read in public. (Public opening NOT APPLICABLE due to Covid19)

C3.3.2.5 Evaluation of Tenders

Tenders to be evaluated shall fall within the following parameters:

- (a) The consultant shall estimate the value of the tender, and those that fall within – 20 % and +20% threshold of the estimate shall be used to determine the average price of tenders submitted.
- (b) Tenders which fall within –10%, and +5% of the average determined above shall be evaluated;
- (c) Where no tender qualifies in terms of the –10% and +5% threshold, this shall be widened to –20% and +10%.

C3.3.2.6 Preferential Point System

All tenders shall be evaluated according to the price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders, subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder.

C3.3.2.7 The 80/20 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R50 Million.

The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. This formula shall be used to determine points for price and functionality.

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

Where P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.
- (c) only the tenderer with the highest number of points scored may be awarded.

C3.3.2.8 The 90/10 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value above R50 Million. This formula should be used to determine points for price and functionality.

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

Where: P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a pro rata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) only the tenderer with the highest number of points scored may be awarded.

C3.3.2.9 Points In Respect of Status of Enterprise

A maximum of 20 points in respect of 80/20, will be awarded in respect of the status of the enterprise, which may take into consideration the following factors such as: -

SPECIAL GOALS	POINTS ALLOCATED
Previously disadvantaged Individuals	2.5
Physically disabled	1
Female	1

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Locality- Within Blouberg area	2
Youth	1
Locality –within Capricorn district	0.5
Locality – within Province	0.5
SMMEs	1.5
Total	10

The above points shall be allocated on a pro-rata basis to the total composition of owners who are actively involved in the management of the enterprise under consideration. Provided that a person is a South African citizen and has obtained his/her citizenship before the 27 April 1994.

C3.3.2.10 Points in Respect of Price and Functionality

Tenders shall be evaluated on the basis of price: 40% and functionality: 60%. The criteria and weight shall be calculated in terms of the formula as tabulated below:

(a) Calculation of percentage for price

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$P_s = \frac{P_{\min}}{P_t} \times AP$$

Where: P_s = Percentage scored for price by bid/proposal under consideration

P_{\min} = Lowest acceptable bid/proposal

P_t = Price of bid/proposal under consideration

AP = Percentage allocated for price

(b) Calculation of points for functionality

The percentage scored for functionality should be calculated as follows:

The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to percentage functionality:

$$P_s = \frac{S_o}{M_s} \times AP$$

Where: P_s = Percentage scored for functionality by bid/proposal under consideration

S_o = total score of bid/proposal under consideration

M_s = maximum possible score

AP = percentage allocated for functionality

The criteria for functionality are:

- | | | |
|----|---------------------------------|-----------|
| A. | Relevant experience of company: | 40 |
| B. | Key personel knowledge | 25 |

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C.	Bank Rating	10
D.	Plant and Equipment	15
	TOTAL	90

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

Bids/proposals that do not score a certain specified minimum percentage for functionality should be disqualified and not be considered further

(c) Calculation of Points for Functionality and Price

The percentages obtained for functionality should be added to the percentage obtained for price to obtain a percentage out of 100, which in turn should be converted to points out of 80 or 90.

The points scored out of 80 or 90 should be calculated according to the following formula:

- (i) The 80/20 preference point system

$$P_s = 80 \left(1 - \frac{H_s - R_s}{R_s} \right)$$

- (ii) The 90/10 preferential point system

$$P_s = 90 \left(1 - \frac{H_s - R_s}{R_s} \right)$$

Where: P_s = Points scored for functionality and price of the bid/proposal under consideration

H_s = Highest percentage scored by any acceptable tenderer for functionality and price

R_s = Percentage scored for functionality and price by bid/proposal under consideration

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the tenderer scoring the highest points.

- i. After the calculation, the tender that scores the highest points, when

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

adding the scores on status of enterprises and price and functionality, shall be awarded the tender;

- ii. Points scored on tenders shall be rounded off to 2 decimal places;
- iii. Where equal points are scored, the one with the highest preference points shall be awarded;
- iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

C3.3.2.11

Authority to Award

- (a) The Municipality's Executive Council shall, upon recommendation of the Finance and Procurement Committee, have the authority to award all tenders.

C3.3.2.12 Cessions

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Agency and where such consent is granted, a signed agreement involving the cedent, cessionary and the Agency shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

C3.3.2.13 Performance Guarantees

The Municipality shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

- (a) No surety for projects between 0 to 500 000
- (b) 1% surety for projects between 500 000 to R1 million
- (c) 2,5% surety for projects between R1 million to R2 million
- (d) 10% surety for projects above R2 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

C3.3.2.14 Notification of Acceptance

Successful service tenderer/s shall be notified before the tender validity period expires.

C3.3.2.15 Contractual Agreement

The relationship between the Municipality and contractor shall be managed

under the following contractual documents:

- (a) The tender document submitted by the tenderer
- (b) The project drawings relevant for the tendered project
- (c) The COLTO General Conditions of Contract for Roads and Bridge Works for State Authorities and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) The Municipality Procurement Policy
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

C3.2.3.16 Tax Clearance Certificate

No contract shall be awarded to an entity, which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In case where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to produce same will disqualify the tenderer and the next recommended tenderer shall be awarded the contract.

C3.3.2.17 Variations

- (a) The Municipality shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.
- (b) Tenders shall make an allowance for a variation in the tendered amount up to 30%.

CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE Tel : (011) 805-5947
Waterfall Park / Postnet Suite 81 Fax : (011) 805-5971
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse Contact Person : Angeline Aylward
Becker Street / 1685
Midrand

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2004. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2004
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37
3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

C3.4.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.4.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

C3.4.2.4 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

EPWP Special Project Specification

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the SPWP is **R 165 per day**.
- The targeted **Minimum number of Local Labourers** for this contract should be **50**.
- Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 55% women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- Specific provisions pertaining to SANS 1914-5
- Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
- Contract participation goals

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

- The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.
- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

certificate

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

<u>SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS</u>	D.100
<u>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>	D.111
<u>SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>	D.112
<u>SECTION 1500: ACCOMMODATION OF TRAFFIC</u>	D.114
<u>SECTION 1700: CLEARING AND GRUBBING</u>	D.120
<u>SECTION 1800: DAYWORK SCHEDULE</u>	D.122
<u>SECTION 1900 : MECHANICAL SAW CUTTING</u>	D.124
<u>SECTION 2100 : DRAINS</u>	D.126
<u>SECTION 2200 : PREFABRICATED CULVERTS</u>	D.128
<u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS</u>	D.135
<u>SECTION 3100: BORROW MATERIALS</u>	D.137
<u>SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u>	D.141
<u>SECTION 3300: MASS EARTHWORKS</u>	D.142
<u>SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>	D.144
<u>SECTION 5200 : GABIONS</u>	D.145
<u>SECTION 5600 : ROAD SIGNS</u>	D.149
<u>SECTION 5700: ROAD MARKINGS</u>	D.153
<u>SECTION 5800: LANDSCAPING AND PLANTING GRASS</u>	D.155
<u>SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>	D.156
<u>SECTION 6100 : FOUNDATIONS FOR STRUCTURES</u>	D.157

[SECTION 6400 : CONCRETE FOR STRUCTURES](#).....D.159

1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

(a) General requirements

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

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC’s).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

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

Add the following:

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

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

“VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities”.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

(e) Materials on the site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records for POLOKWANE

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	74	11
FEBRUARY	108	12
MARCH	75	11
APRIL	47	8
MAY	15	4
JUNE	17	3
JULY	14	3
AUGUST	11	3
SEPTEMBER	39	5
OCTOBER	93	9
NOVEMBER	76	12
DECEMBER	128	14

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

B1222 USE OF EXPLOSIVES

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

safeguarding measures as may be required and instructed by the engineer.”

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

“Where reference is made in this specification or the standard specifications to the cement specifications, eg. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Add the following new clauses:

“B1230: IN-SERVICE TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
- the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (i) To be available on site daily between the hours of _____(insert time) and _____ (insert time) and at other times as the need arises. His normal working day will extend from _____ (insert time) in the morning until _____ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

B1234 MEASUREMENT AND PAYMENT

Add the following items:

"ITEM	UNIT
B12.01 Excavation	
Excavating material within the following depth ranges below ground level for the exposing of/or searching for services	
(a) 0m to 2m	
(i) soft material	cubic metre (m ³)
(ii) hard material	cubic metre (m ³)
(b) Extra over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

tools or mechanical breakers in close vicinity of services where no machine excavation is permitted

- | | | |
|------|---------------|-------------------------------|
| (i) | soft material | cubic metre (m ³) |
| (ii) | hard material | cubic metre (m ³) |

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

ITEM

UNIT

B12.02 Backfilling

- | | | |
|-----|----------------------------------|-------------------------------|
| (a) | Using the excavated material | cubic metre (m ³) |
| (b) | Using imported selected material | cubic metre (m ³) |

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Measurement and payment shall be as specified for item 22.02 in the standard specifications.

ITEM		UNIT
B12.03	(a) Allow a provisional sum for existing services to be relocated and/or protected as ordered by the engineer	provisional sum
	(b) Handling costs and profit in respect of subitem B12.03(a) above	percentage (%)

Measurement and payment shall be in accordance with the general conditions of contract.”

ITEM

UNIT

B12.04 Provision for a Community Liaison Officer

a)	Provisional sum for the payment of the Community Liaison Officer	Provisional Sum
b)	Handling costs and profit in respect of sub-item B12.04(a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

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

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one portable chemical latrine unit for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

B1303 PAYMENT

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

Add the following after the fifth paragraph:

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

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

“The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c).”

b) Offices

Add the following new sub-sub-clause:

“(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones.”

B1403 HOUSING

c) Rented accommodation

Add the following:

“The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer.”

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

ITEM

UNIT

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

B1403 (b) (ix)	1. Provision of cellular telephones	Number (No)
	2. Provisional sum for the costs of cellular calls and other charges	Provisional sum
	3. Handling cost and profit in respect of sub-item B14.03(b)(ix) 2	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer's site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider."

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the engineers site staff of the supplied cellular telephones."

ITEM	UNIT
B14.11 Provision and erection of security fencing (Including gate)	metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(e) Access to properties

Add the following:

“Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road.”

(i) Traffic safety officer

Add the following after subclause (viii):

“(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(vi) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words “CONTRACTOR TRAFFIC CONTROL” and/or “AANNEMER VERKEERSBEHEER” in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor’s cost for his establishment and general obligations (Section 1300).”

Add the following new subclauses:

“(j) Handing over the site

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

(k) Use of explosives in close proximity of temporary deviations

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

(l) Land taken up for deviations

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

“(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

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

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

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

e) Warning devices

Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the engineer’s site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in CLAUSE b 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

B1518 MEASUREMENT AND PAYMENT

Re-number item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

Re-number item 15.03 as B15.03

Add the following sub-item:

“ITEM	UNIT
B15.03 Temporary traffic control facilities	

(n) Provision of high visibility safety jackets and safety hats number (No)

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.

Add the following items:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

“ITEM		UNIT
B15.14	Allow provisional sum for:	
(a)	repair of damaged temporary road signs and delineators	provisional sum
(b)	replacement of damaged temporary road signs and delineators	provisional sum

The provisional sums allowed under sub-items (a) and (b) shall be expended on a day work basis in terms of the provisions of the general conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

ITEM		UNIT
B15.15	Prime cost sum for:	
(a)	Compensation to landowners for land taken up by deviations	prime cost (PC) sum
(b)	Handling cost and profit in respect of sub-item B15.15(a) above	percentage (%)

The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor.”

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

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

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

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

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

B1703 EXECUTION OF WORK

a) Areas to be cleared and grubbed

Add the following:

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM		UNIT
B17.01	Clearing and grubbing of:	
a)	Normal areas:	
	i) Within the road reserve	hectare (ha)
	ii) In borrow pits	hectare (ha)
b)	Existing fill embankments with Slopes steeper than 1:4	hectare (ha)

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical : horizontal), payment shall be made under item B17.01."

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 1800: DAYWORK SCHEDULE

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

Add the following:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers: (i) Unskilled (ii) Semi-skilled (iii) Skilled	Hour (h) Hour (h) Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks: (i) 3 – 5 ton (ii) 5,1 – 10 ton	Hour (h) Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Compaction Rollers: (i) Vibrator roller (ii) Tamping roller (iii) Grid roller	Hour(h) Hour (h) Hour(h)
B18.08	Hand Controlled Compactors (i) Pedestrian roller (Bomag BW90)	Hour(h)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

B18.09	(ii) Vibratory plate	Hour(h)
B18.10	(iii) Rammers	Hour(h)
	Water truck (min 10000 l)	Hour(h)
	Dozer (D7 or similar)	Hour(h)

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

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

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

SECTION 1900 : MECHANICAL SAW CUTTING

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

Add the following section:

B1901 SCOPE

This section covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B1902 PLANT

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skilled operators shall be required for operating the sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

B1903 PREPARATION PRIOR TO SAW CUTTING

Before saw cutting may commence the cut line shall be accurately pre-marked to the specified dimensions in terms of the drawings or as instructed by the engineer.

B1904 CONSTRUCTION TOLERANCES

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

The maximum deviation from the specified line shall not be more than 5mm.

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 25mm".

B1905 MEASUREMENT AND PAYMENT

ITEM	UNIT
B19.01 Establishment of suitable saw cutting machine on site	number (No.)

The unit of measurement shall be the number of saw cutting machines provided on the instruction of the engineer.

The tendered rate shall include full compensation for the provision of the saw cutting machine including transport to and from the site. No payment shall be made for providing

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

substitute saw cutting machines for machines that have broken down. No payment shall be made for standing time of saw cutting machines and at least one saw cutting machine shall be available on the site when such a machine is required on site. Payment shall only be made once for the establishment of the saw cutting machine on site irrespective of any discontinuity in the application of the saw cutting machine on site.

ITEM	UNIT
B19.02 Saw cutting of in situ materials (type of material and depth of saw cut indicated)	metre (m)

The unit of measurement shall be the metre of material cut with the saw cutting machine for each type of material and depth of saw cut. The tendered rate shall include full compensation for the saw cutting of the materials as directed as well as for all plant, labour, fuel and other incidentals necessary.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 2100 : DRAINS

B2103 BANKS AND DYKES

Add the following:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

(ii) Synthetic-fibre filter fabric

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

B2107 MEASUREMENT AND PAYMENT

Change item 21.09 to read as follows:

ITEM	UNIT
B21.09 Polyethylene sheeting, 0,25mm thick, or similar approved material, for lining subsoil draining systems	square metre (m ²)

Measurement and payment shall be as specified for item 21.09 in the standard specifications.”

Add the following new items:

ITEM	UNIT
B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter	Number (No)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

ITEM

UNIT

B21.21 Subsoil drainage markers

Number (No)

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

SECTION 2200 : PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary”.

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls”.

B2204 CONSTRUCTION METHODS

Add the following:

“In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

SCOPE

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

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

PRECEDENCE

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

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

a) granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

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

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

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

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

Excavation

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

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

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for

preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

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

Replace with the following:

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

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed”.

Delete sub clause B.2210 (b) (ii) : “Prefabricated floor slabs.”

B2211 BACKFILLING OF PREFABRICATED CULVERTS

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

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

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

(h) Prefabricated inlet and outlet structures

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Add the following:

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

B2218 MEASUREMENTS AND PAYMENT

Add the following:

"ITEM	UNIT
B22.01 (c) Extra over subitem B22.01 (a) for excavation by hand using hand tool	cubic metre (m ³)

Measurement shall be as specified for pay item 22.01 of the standard specifications.

The tendered rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

ITEM	UNIT
B22.07 (f) Formwork for joints in cast in situ concrete invert slabs	
(i) Transverse construction joints (type indicated)	square metre (m ²)
(ii) Longitudinal joints (as per drawing)	metre (m)

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

Add the following to pay item 22.08:

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

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

“ITEM	UNIT
B22.29 Tie bars for joining in situ concrete invert slabs to inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)	Number (No.)

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The tendered rate shall include full compensation for supply and installation of the tie bars.

ITEM	UNIT
B22.30 a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated)	cubic metre (m ³)
b) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate)	cubic metre (m ³)

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The tendered rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
B22.31 Dewatering and keeping dry of culvert excavations	

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

Payment shall be as follows:

- (i) 80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- (ii) Remaining 20% of the payment shall be made after the wingwalls have been constructed and backfilled.

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

The unit of measurement shall be the number of pipes that have been cut. The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid.

Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m.”

Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2301 SCOPE

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A	:	In situ concrete channel, 0,8m wide on fills
Type B	:	Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	:	In situ concrete kerbing at intersections
Edge beam	:	In situ concrete kerbing at farm access and bus stops
Type E, F1 & F2	:	In situ concrete “V”-shaped channels in side drains and open drains.”

B2302 MATERIAL

Add the following new subclauses:

(e) Metal pipes

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new subclauses:

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

BLOUBERG MUNICIPALITY
CONTRACT No. BM 01/20/21
UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

f) Protecting borrow pits

Add the following:

“It is a requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

shall on final finishing of the borrow areas as specified, be dismantled and removed and discarded as decided upon by the contractor. Payment for temporary fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Add the following new subclause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer.”

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

“Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section.”

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM	UNIT
B31.01 Excess overburden :	
(a) Depth up to and including 0,5m	cubic meter (m ³)
(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m ³)

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable.”

Add the following new item:

“ITEM	UNIT
B31.04 Compensation to landowners:	
(a) Prime cost sum for compensation to landowners	prime cost (PC) sum
(b) Handling cost and profit in respect of sub-item B31.04(a) above	percentage (%)

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The tendered percentage is an extra over percentage on the amount actually spent under sub-item B31.04(a) which shall include full compensation for the handling costs and profit of the contractor.”

SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3204 BREAKING-DOWN THE MATERIAL

(a) Initial breaking-down of the material in cuttings, borrow pits and existing pavement layers

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

(b) Further breaking-down of pavement material

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION

Add the following new subclause:

(d) Pioneer layer

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layer works, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in sub clause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

B3308 FINISHING THE SLOPES

(d) General

Add the following:

“Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

“ITEM	UNIT
B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m ³)

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the engineer for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

"The normal cross fall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

At any cross-section the measured cross fall between any two points shall at least be 2, 8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and cross fall deviations."

(f) Surface regularity

Add the following:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

SECTION 5200 : GABIONS

B5201 SCOPE

Add the following paragraph

“This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer.”

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

“(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm

points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Tightness of mesh, well packed filling and secure lacing is essential in all structures.”

(f) Removal, dismantling and stacking of gabions

“Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer’s instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.”

B5205 MEASUREMENT AND PAYMENT

Add the following new items:

“ITEM	UNIT
B52.05 Removal and dismantling of existing damaged gabions	Cubic metre (m ³)

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

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

ITEM	UNIT
B52.06 Gabions constructed from re-usable materials	
a) Galvanised gabion boxes:	
(i) 4m x 1m x 1m	Cubic metre (m ³)
(ii) 3m x 1m x 1m	Cubic metre (m ³)
(iii) 2m x 1m x 1m	Cubic metre (m ³)
b) Galvanised gabion mattresses	
(i) 0.3m Deep	Cubic metre (m ³)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

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

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

SECTION 5600 : ROAD SIGNS

B5601 SCOPE

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

(a) (ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603 (a)(ii) of this project Specification.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

ITEM

UNIT

B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Add the following pay items:

“ITEM	UNIT
B56.10 Danger plates at culverts/structures	
(a) Type A at stormwater culverts (size indicated)	number (No.)
(b) Type B at bridges (size indicated)	number (No.)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

“ITEM	UNIT
B56.11 Replace marker boards on existing kilometre posts	number (No)

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometer posts in accordance with the drawings.

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified.”

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 5700: ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

B5707 APPLYING THE PAINT

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

“B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

B5714 MEASUREMENT AND PAYMENT

ITEM	UNIT
B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

ITEM

UNIT

B57.05 Roadstuds

Add the following after the first sentence of the second paragraph:

“No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 5800: LANDSCAPING AND PLANTING GRASS

B5802 MATERIALS

(c) Grass seeds

Add the following:

"The seed mixture to be used for borrow pit areas shall be:

Eragrostis Curvula "Selected"	:	3kg/ha
Eragrostis Tef	:	2kg/ha
Chloris Gayana	:	9kg/ha
Cynodon Dactylon	:	5kg/ha
Pioneer seed	:	<u>10kg/ha</u>
		<u>29kg/ha</u>

The seed mixture to be used on cut and fill slopes shall be:

Eragrostis Curvula "Selected"	:	3kg/ha
Eragrostis Tef	:	2kg/ha
Cynodon Dactylon	:	7kg/ha
Chloris Gayana	:	5kg/ha
Cenchrus Ciliaris	:	5kg/ha
Digitaria Eriantha	:	4kg/ha
Pioneer seed	:	<u>10kg/ha</u>
		<u>36kg/ha</u>

The 10kg of pioneer seed specified shall consist of the following mixture of seeds:

Aristida Adscensionis	:	2kg/ha
Chloris Virgata	:	2kg/ha
Eleusine Coracana Subsp. Africana	:	2kg/ha
Melinis Repens Subsp. Repens	:	2kg/ha
Urochloa Panicoides	:	2kg/ha

The contractor shall make his own arrangements to obtain the specified seed mixtures. Should specific species not be available, alternative seeds may be proposed by the contractor for consideration by the engineer at tender stage."

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION 6100 : FOUNDATIONS FOR STRUCTURES

B6106 FOUNDING

Add the following paragraph :

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

B6108 BACKFILL AND FILL NEAR STRUCTURES

(a) General

Add the following:

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

B6109 FOUNDATION FILL

Add the following after the 3rd paragraph:

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

Add the following after the 6th paragraph:

Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer.

In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

B6115 MEASUREMENT AND PAYMENT

Add the following new items:

"ITEM	UNIT
B61.51 (a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

	(depth indicated)	cubic metre (m ³)
(b)	Extra over item B61.51(a) for compaction to 93% of Mod. AASHTO density (depth indicated)	cubic metre (m ³)

The unit of measurement shall be the cubic metre of founding material prepared and compacted to the density as specified in accordance with Clause B6106 of these project specifications.

The tendered rates shall include full compensation for shaping, scarifying, mixing of in-situ and imported material if required, and preparing and compacting the material as specified."

SECTION 6400 : CONCRETE FOR STRUCTURES

B6402 MATERIALS

(a) Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

B6404 CONCRETE QUALITY

(b) Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

B6405 MEASURING THE MATERIALS

(c) Aggregates

Add the following:

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

B6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

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

B6408 CONSTRUCTION JOINTS

(a) General

Add the following:

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

B6409 CURING AND PROTECTING

Add the following:

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

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

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

Add the following new paragraph:

(d) Concrete cores - strength requirements

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

B6416 MEASUREMENT AND PAYMENT

ITEM

UNIT

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

Add the following after the first paragraph:

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

C3.4.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS

CONTENTS

C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, The Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by the Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Municipality together with concise CV's of the appointees. All appointments must be officially approved by the Municipality. Any changes in appointees or appointments must be communicated to the Municipality forthwith.

The Principal Contractor must, furthermore, provide the Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Municipality

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

In addition the Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
 - * Demolition Inspection Register

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- * Designer's Inspection of Structures Record
- * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- * Excavations Inspection
- * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- * Fall Protection Inspection Register
- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- * Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

The Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to RAL on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to the Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor will be required to do Site Safety Walks with the Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all the Municipality's OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by the Municipality.

- (i) Checking, Reporting and Corrective Actions
 - (i) Monthly Audit by Client (Construction Regulation 1(d))

The Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

(ii) Other Audits and Inspections by the Municipality:

The Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany the Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to the Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide the Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide the Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

BLOUBERG MUNICIPALITY
CONTRACT No. BM 01/20/21
UPGRADING OF SENWABARWANA BY-PASS ROAD

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
 - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
 - A geo-scientific report (where applicable)
 - The loading the structure is designed to bear
 - The methods and sequence of the construction process

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&SW and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&SW
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&SW must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1, 5 m in depth the Contractor will be required to submit a Method Statement to **the Municipality** for approval before commencing with the excavation and **the Municipality** will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
 - any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
 - the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
 - the safe atmosphere must be maintained or
 - employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
 - additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
 - all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- the employer must ensure that all employees have left the confined space after the completion of work
- where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - shoring or propping is applied where necessary
 - No person must be required or allowed to work under unsupported overhanging material
 - **THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES**
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
- All asbestos materials likely to become airborne must be identified
- A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely
- workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
 - * Definition of Tunnelling: “the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, “The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- Fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety
- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a
- cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well-constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:

- Natural fibre ropes	-	10(ten)
- Man-made fibre ropes & woven webbing	-	06(six)
- Steel wire ropes – single rope	-	06(six)
- Steel wire ropes – combination slings	-	08(eight)
- Mild Steel chains	-	05(five)
- High tensile/alloy steel chains	-	04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

Operator

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
 - account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
 - clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely

TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to the Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by the Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

- (o) Electrical Installations (Construction Regulation 22)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) **Electrical & Mechanical Lock-Out**

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to the Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site

(q) **Use & Storage of Flammables (Construction Regulation 23)**

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of Flammable is to be kept in the workplace
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static
- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling

(t) **Stacking & Storage (Construction Regulation 27)**

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
- The articles that make up a single tier are consistently of the same size, shape and mass
- Structures for supporting stacks are structurally sound and able to support the mass of the stack
- No articles are removed from the bottom of the stack first but from the top tier first
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
- Stacks that are in danger of collapsing are broken down and restacked
- Stability of stacks are not threatened by vehicles or other moving plant and machinery
- Stacks are built in a header and stretcher fashion and that corners are securely bonded
- Stepped back at least half the depth of a single container at least every fifth tier
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations

(u) **Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)**

See (u) above and (v) below.

(v) **Fire Prevention and Protection**

The Principal Contractor must ensure that:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- The risk of fire is avoided
 - Sufficient & suitable storage of flammables is provided
 - Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
 - notices prohibiting smoking is displayed and enforced
 - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - only spark-free hand and power tools are used
 - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
 - flameproof switches & fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
 - All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
 - A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
 - Employees are informed re. emergency evacuation procedures and escape routes
 - Emergency escape routes are kept clear at all times
 - After evacuation assembly points are demarcated
 - Evacuation is practised to ensure that all is evacuated timeously
 - Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
 - A clearly audible to all persons on site siren or alarm is fitted
- (w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure

- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any RAL projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

(y) **Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)**

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(aa) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
 - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
 - suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
 - an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

(bb) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: SHE Risk Management Report

Annexure 3. List of Risk Assessments

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CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of manhours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: **The number of claims lodged with the COID insurer for the period under review**

200 000: The fixed factor to align the rate with other rates used internationally

Manhours Worked

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CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- Include:
- * Hourly Paid Employees
 - * Sub-contractors (No. of Employees X *220 each)
 - * Staff (No. of Employees X *220 hours each)

220 manhours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed

for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

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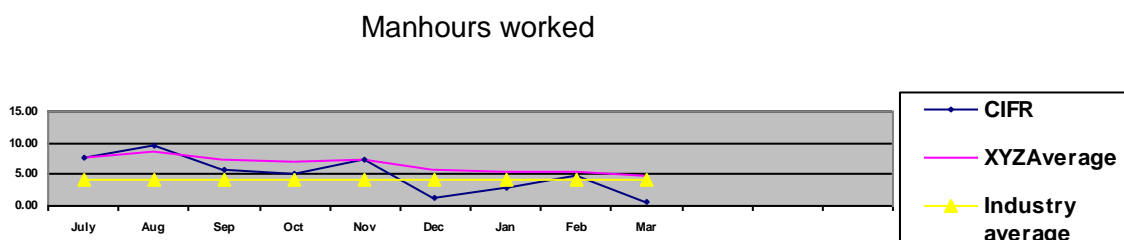
CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

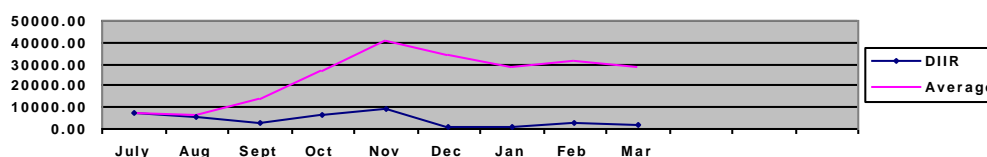
CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000



2.

2. Disabling Injury Incidence Rate (DIIR)

DIIR =
$$\frac{\text{No. Disabling Injuries X 200 000}}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swaruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

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CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

3. RISK AREAS

The following items of concern need priority consideration by management:

3.1. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
- ensure that only healthy persons are employed
- prevent injuries and illness in the workplace
- enhance XYZ image

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1.	Job 00432:	Gillooly's Mall	Compliance: 56%(*)
	Job 00786:	Cullinan Head Office	Compliance: 83%(****)
	Job 00589:	Cleveland Station	Compliance: 76%(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3	Induction OH&S Reps Bomag Rollers	Internal Consultant Supplier St. John's

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

	3	First Aiders	
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6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

10. ACHIEVEMENTS/AWARDS

- 10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager

2002.09.27

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN**

CONTENTS

- C3.4.3.2.1 SCOPE
- C3.4.3.2.2 DEFINITIONS
- C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.4.3.2.4 LEGAL REQUIREMENTS
- C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.4.3.2.6 TRAINING
- C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.4.3.2.9 RECORD KEEPING
- C3.4.3.2.10 COMPLIANCE AND PENALTIES
- C3.4.3.2.11 MEASUREMENT AND PAYMENT

C3.3.1 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Municipality Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.1. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Municipality Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT) that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.2. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- storm water discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.3. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.4. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.5. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Municipality's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.6. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.7. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAFF) licensed landfill site or at a site approved by DWAFF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and 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 or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layer works

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his “good housekeeping”, particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner’s clearance notice and an engineer’s certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor’s costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

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 tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.8. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.9. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

c) Less serious violations:

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Excess dust or excess noise emanating from site.:		R1 000 per incident
• Dumping of milled material in side drains or on grassed areas:		R1 000 per incident
• Possession or use of intoxicating substances on site.:		R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.:		R2 000 per incident
• Illegal hunting.	:	R2 000 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.10. MEASUREMENT AND PAYMENT

Item	Unit
C100.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
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BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C100.02	Penalty for serious violations	
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b)	General damage to sensitive environments	
(c)	Damage to cultural and historical sites	number (No)
(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item		Unit
C100.03	Penalty for less serious violations	
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed limits	number (No)
•	Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
•	Illegal hunting	number (No)
•	Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and	Waste treatment	Selection of site	Selection of site	Protection of indigenous	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS					SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION		
	grubbing	Hazardous waste Water supply Noise /lights Dust control	Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	vegetation Preserve topsoil		
2100 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
3400 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD****C3.4.3.3 PROVISION OF STRUCTURED TRAINING**

CONTENTS

C3.4.3.3.1 SCOPE

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.4 MEASUREMENT AND PAYMENT

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION		ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS	.....
2	FLAGMEN	.....
3	CONCRETE HANDLING, PLACING AND FINISHING	.....
4	GUARDRAILS	.....
5	BITUMINOUS ROAD SURFACING	.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

<u>ITEM</u>	<u>UNIT</u>
E12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION	D.242
C4.2	LOCALITY PLAN	D.297

D.237

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD



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CONTENTS • INHOUD

No.	Page No.	Gazette No.
GOVERNMENT NOTICE		
Labour, Department of		
Government Notice		
R. 347 Basic Conditions of Employment Act, 1997: Ministerial Determination 4: Expanded Public Works Programmes.....	3	35310

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

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

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


NM OLIPHANT, MP
Minister of Labour

10/04/2012

SCHEDULE

MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES

Index

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

D.241

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

ANNEXURE

CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

1. Introduction

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

1.2 In this document -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

7 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 7

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work-
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

s. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

8 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 8

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days *off* every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Sick Leave

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

8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

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

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

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

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

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

8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is-

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

9 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 9

8.9 A medical certificate must be issued and signed by a medical practitioner; a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

B.to A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9. **Maternity Leave**

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

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

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

9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.5 A worker may begin maternity leave -

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

(b) on an earlier date -

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

10 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 10

10. Family responsibility leave

10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances-

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of -
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment -

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

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

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

12. Keeping Records

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

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

11 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 11

- (b) copy of an acceptable worker identification
 - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (d) in the case of a time-rated worker, the time worked by the worker;
 - (e) payments made to each worker.
- 12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.
13. Payment
- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place -
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing -

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

12 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 12

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

13.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. Deductions

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

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

14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

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

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

15. Health and Safety

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

13 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 13

15.2 A worker must -

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

16. **Compensation for Injuries and Diseases**

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accident or accidents at home.

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

14 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 14

17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

18.1 On termination of employment, a worker is entitled to a certificate stating -

- (a) the worker's fullname;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

D.251

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

15 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 15

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

16 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 16

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D.253

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

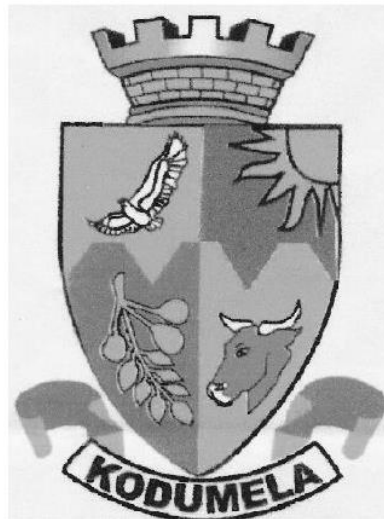
SUPPLY CHAIN MANAGEMENT POLICY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

DRAFT

POLICY

SUPPLY CHAIN MANAGEMENT



BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

CHAPTER 1

1. INTRODUCTION

A Green Paper on Public Sector Procurement Reform in South Africa was published in April 1997. The Green Paper recognized that public sector procurement could be used by government as a mechanism to also achieve certain broader policy objectives such as black economic empowerment, local economic development spin-offs for small and medium sized business, skills transfer and job creation. To achieve this, institutional and economic reform was necessary within two broad themes, namely, to establish principles of good governance in the area of supply chain management and to introduce a preference system to achieve certain Socio-economic policy objectives.

This document is to serve as a both a policy guideline and as a general user manual for the personnel of the BLM in which the policy and directives with regard to supply chain management are made known. This policy therefore addresses the following as required by the Local Government: Municipal Finance Act, 2003 and the Preferential Procurement Regulations of 2004, the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and the Draft Supply Chain Management Regulations from National Treasury (3 May 2005):

- Procurement of goods and services;
- Disposal of goods no longer needed;
- Selection of contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Systems Act applies; and
 - Selection of external mechanisms referred to in section 80(1)(b) of the Systems Act

This policy does not apply if the municipality contracts with another organ of state for-

- Provision of goods or services to the municipality;
- The provision of a municipal service or assistance in the provision of a municipal service; or
- The procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement.

2. ABBREVIATIONS

BEE Black Economic Empowerment

BBEEA Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

MFMA **Municipal** Finance Management Act, 2003 (Act 56 of 2003)

BLM Blouberg local municipality established i.t.o. Act No 117 of 1998

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

CEO Chief Executive Officer

CFO Chief Financial Officer

CBC Central Bid Committee

HDI Historically Disadvantaged Individual

HOD Head of Department

MM Municipal Manager

PPPFA Preferential Procurement Policy Framework Act, (Act no 5 of 2000)

RDP Reconstruction and Development Programme

RFI Request for Information

RFP Request for Proposal

SCM Supply Chain Management

SFEC Standing Financial Expenditure Committee

SMME Small Medium and Micro Enterprise

TOR Terms of Reference

3. DEFINITIONS

In this Policy, unless a written context otherwise indicates, a word or expression to which a meaning has been assignment in the Act has the same meaning as in the Act, and:

"Bid" means a written offer submitted in a prescribed or stipulated form, in response to an invitation by the Blouberg Municipality for a procurement as part of a competitive bidding process;

"Competitive bid" means a bid in terms of competitive bidding process;

"Final award" means the final decision on which bid or quote to accept;

"In the service of state" means to be:

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

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

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

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

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

(f) an employee of parliament or a provincial legislature;

"Long term contracts" means a contract with a duration period exceeding one Year;

"Other applicable legislation" means any other legislation applicable to municipal Supply chain management, including:

(a) The Preferential Procurement Policy Framework Act, 2000(Act No.5 of 2000)

(b) The Broad Based Black economic Empowerment Act, 2003 (Act No.53 of 2003)

(c) The Construction Industry Development Board Act. 2000 (Act No.38 of 2000)

"Municipality" means Blouberg Municipality;

"Historically Disadvantaged Individual" means a South African citizen:

(a) Who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) ("the Interim Constitution"); and/or

(b) Who is a female; and/or

(c) Who has a disability;

(d) Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.

"Small Medium and Micro Enterprise" SMME is as defined in the National Small Business Act, 102 of 1996. Employing a maximum of 100 employees in any sector except manufacturing or construction where the maximum is 200 employees.

"Council" means Blouberg Municipal council referred to in Sec 157(1) of the constitution;

"Delegation" means the issuing of a written authorization by delegating authority to a delegated body to act in his stead;

"Physically disabled" shall mean suffering from an impairment of a physical, intellectual or sensory function, resulting in a restriction or lack of ability to perform an activity in a manner or within a range considered normal.

"Head of department" shall mean a senior manager as referred to in Section 56 of the Municipal Systems Act.

"the Act" means Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

"the Regulation" means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations Gazetted in Gazette Number 865 of 2005;

"youth" means any person who is thirty-five years old and below;

"Municipal Finance Management Act" shall mean the Municipal Finance Management Act no 56 of 2003

"Municipal manager" shall mean the person appointed in terms of Section 82 of the Municipal Structures Act.

"Municipal Structures Act" shall mean the Local Government: Municipal Structures Act No. 117 of 1998.

"Municipal Systems Act" shall mean the Local Government: Municipal Systems Act No. 32 of 2000.

"Supply chain management policy" shall mean the policy referred to in Section 111 of the Municipal Finance Management Act.

"Budget and treasury office" shall mean the office established in terms of Section 80 of the Municipal Finance Management Act"

"Chief financial officer" shall mean the person designated as such in terms of Section 80(2)(a) of the Municipal Finance Management Act No. 56 of 2003.

"Councilor" shall mean a member of the municipal council.

4. LEGISLATIVE ENVIRONMENT & REGULATORY FRAMEWORK

4.1 THE CONSTITUTION

In establishing a supply chain management policy document, the Blouberg local municipality must produce a document that complies with section 217 of the Constitution of the Republic of South Africa, 1996 Act 208 of 1996) which reads as follows:

(1) When an Organ of State in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.

(2) Subsection (1) does not prevent the Organs of State or institutions referred to in that subsection from implementing a procurement policy providing for-

(a) categories of preference in the allocation of contracts; and (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

(3) National legislation must prescribe a framework within which the policy referred to in subsection (2) must be implemented.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

4.2 THE MUNICIPAL SYSTEMS ACT

The "Municipal Systems Act 2000 (Act 32 of 2000) requires that municipalities assess, according to specific criteria and processes, whether to provide municipal services internally or externally by way of service delivery agreements. This Act stipulates the requirements for service delivery agreements through competitive bidding selection and pre-qualification processes which-

- Are competitive, fair, transparent, equitable and cost-effective,
- Allow all prospective service providers to have equal and simultaneous access to information relevant to the bidding process;
- Minimise the possibility of fraud and corruption; and
- Make the municipality accountable to communities, residents and role-players about progress with selecting a service provider and the reasons for any decision in this regard; and
- Take into account the need to promote the empowerment of small and emerging enterprises.

4.3 THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT

The Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations are applicable to local government. It provides that BLM shall implement a preference system in the allocation of contracts for categories of service providers to advance the interest of persons disadvantaged by unfair discrimination. However, it must be applied without compromising or limiting the quality, coverage, cost and developmental impact of the services.

4.4 THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003)

This Act and Chapter 11 in particular deals with supply chain management in detail and it is essential that it is strictly adhered to by the municipality in order to achieve the objectives as set out in this document. It is compulsory for a municipality to have a supply chain management policy to give effect to the relevant provisions of the Act.

The Municipal Finance Management Act, 2003 (Act 56 of 2003) provides that the municipal supply chain management shall comply with a regulatory framework that must cover at least the following:

- The range of supply chain management processes that will be used including tenders, quotations, auctions and other types of competitive bidding.
- When a particular type of process must be used.
- Procedures and mechanisms for each type of process.
- Procedures and mechanisms for more flexible processes where the value of a contract is below a prescribed amount.
- Open and transparent pre-qualification processes for tenders or other bids.
- Competitive bidding processes in which only pre-qualified persons may participate.
- Bid documentation, advertising of and invitations for contracts.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Procedures and mechanisms for-

- The opening, registering and recording of bids in the presence of interested persons;

- The evaluation of bids to ensure best value for money;

- Negotiating of final terms of contracts; and

- The approval of bids.

Screening processes and security clearances for prospective Contractors on tenders or other bids above a prescribed value.

- Compulsory disclosure of any conflicts of interests prospective contractors may have in specific tenders and the exclusion of such prospective contractors from those tenders or bids.

- Participation in the supply chain management system of persons who are not officials of the municipality

- The barring of persons from participating in tendering or other bidding processes, including persons who were convicted for fraud or corruption during the past five years;

-Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years; or -Whose tax matters are not cleared by SARS.

- Measures for:

- Combating fraud, corruption, favouritism and unfair and irregular practices in municipal supply chain management; and

- Promoting ethics of officials and other role players involved in municipal supply chain management.

- The invalidation of recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by –

- Councillors in contravention of item 5 or 6 of their Code of Conduct;

- Municipal officials in contravention of items 4 or 5 of their Code of Conduct.

- The procurement of goods and services by municipalities through contracts procured by other organs of state.

- Contract management and dispute settling procedures.

- Delegation of municipal supply chain management powers and duties.

5. VISION AND OBJECTIVES

BLM is a municipality that undertakes to ensure equitable distribution of resources and act as a catalyst for development and service delivery in a co-ordinated, inclusive and sustainable manner.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

BLM intends to use the new acquisitioning policy as a tool to achieve the following objectives:

- stimulate economic growth
- stimulate socio- economic development
- enhance quality of services
- enhance delivery of services
- promote fairness, transparency, competitiveness and cost-effectiveness

This supply chain management policy is intended to be in line with the prescribed national procurement policy and will also take into consideration the following key principles:

- Creating opportunities for SMME's;ensuring that value for money is obtained; to eliminate and counter any form of corruption, favouritism and irregular practices;
- Implementation of systems of control and accountability; and standardisation in procedures of bid evaluations, documentation and contracts;
- Effective monitoring and support
- Total quality management

6. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS.

(1)The council of the municipality delegate powers and duties to the accounting officer so as to enable the accounting officer to:

(a) Discharge the supply chain management responsibilities conferred on accounting officers in terms of chapter 8 or 10 of the Act.

(b) to maximize administrative and operational efficiency in the implementation of the scm policy

(C) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of supply chain management policy; and

(d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) The council may not delegate any supply chain powers or duties to a person who is not official of municipality or to a committee which is not exclusively composed of officials of the municipality

(3) No decision-making in terms of any supply chain management powers and duties may be delegated to an advisor or consultant.

CHAPTER 2

Supply chain Management System

Municipality shall use the following system of Supply Chain Management:

(a) demand management;

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (b) acquisition management;
- (c) logistics management;
- (d) risk management;
- (e) performance management;

1. DEMAND MANAGEMENT

1.1 SYSTEM OF DEMAND MANAGEMENT

(a) Accounting Officer must establish and implement an effective demand Management system in order to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at correct time, at the right price and at a right locations as outlined in the Integrated Development Plan of municipality.

(b) Every Head of department shall during preparation of budget for the year:

- (i) determine which function it must perform;
 - (ii) determine goods and services to be procured in the performance of those functions;
 - (iii) determine quantity and specifications for the required goods;
- (c) the SCM Unit shall after consultation with Heads of departments compile a schedule of procurements for capital projects and any other requirements for each financial year;

2. ACQUISITION MANAGEMENT

2.1 SYSTEM OF ACQUISITION MANAGEMENT

(a) the accounting officer must implement the system of acquisition management as set out in this section in order to ensure:

- (i) that goods and services are procured by municipality in accordance with authorized processes only;
- (ii) that expenditure on goods and services is incurred in terms of an approved budget and IDP in terms of section 15 of the Act;
- (iii) that the threshold values for the procurement for the different procurement processes are complied with;
- (iv) that bid documentation, evaluation and adjudication criteria, and general conditions of contract, are in accordance with any applicable legislation; and
- (v) that any treasury guidelines on acquisition management are properly taken into account.

(b) this policy does not apply in respect of procuring goods and services contemplated in section 110(2) of the Act, including:

- (i) water from department of water affairs or a public entity, another municipality or municipal entity; and
- (ii) electricity from Eskom or another public entity, another municipality or municipal entity.

(c) Accounting officer must ,when procuring goods or services contemplated in section 110(2) of the Act make public the fact that it procures such goods or

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

services otherwise than through its Supply Chain Management system, including:

(i) the kind of goods or services; and (ii) the name of supplier.

2.2 RANGE OF PROCUREMENT PROCESSES

(a) Goods may only be procured by way of:

- (i) petty cash purchases, up to a transaction value of R 500(VAT Included);
- (ii) One quotation for procurement of transaction value of over R 500 up to R 2000 (VAT included)
- (iii) formal written quotations for procurements of transaction value over R 2000 up to R 200 000 (VAT included); and
- (iv) Competitive bidding process for procurement above R30000.00R and long term contracts.

(b) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of this policy.

(c) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far possible be treated and dealt with as a single transaction.

2.3 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS

A written quotation or bid may not be considered unless the provider who submitted quotation or bid (a) has furnished the following:

- (i) full name
- (ii) identification number or company or other registration number;
- (iii) tax reference number and VAT registration number, if any;

(b) has authorized the municipality to obtain a tax clearance from South African Revenue Service that the Provider's tax matters are in order.

(c) has indicated

- (i) whether he or she is in the service of the state or has been in the service of the state in the previous twelve months
- (ii) if the provider is not natural person, whether any of its directors, managers, principal shareholders or shareholder is in the service of state, or has been in the service of state in the previous twelve months ; or
- (iii) Whether a spouse, child or parent of the service provider or of director, shareholder or stakeholder referred to in subparagraph(ii) is in the service of state or has been in the service of state in the previous twelve months.

2.4 CENTRAL SUPPLIERS DATABASE

(a) The Blouberg Local Municipality must only do a business with Suppliers from Treasury's Central Supplier's Database.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) The CSD 's report should include the following:

- Confirmation and status of Business Registration Documents
- Proof of Bank Account Registration
- Tax compliance status
- Employee in the service of state as defined in the Municipal SCM Regulations with information only available in the PERSAL system at this time, namely National and Provincial officials
- Identity Documentation
- Tender defaulters and restrictions status

2.5 PETTY CASH PURCHASES

The following petty cash procurement process shall apply:

(a) Procurement of goods to a maximum amount of R 500 per transaction may be made by means of petty cash purchases;

(b) Maximum amount of petty cash on hand shall be R 5000 per month;

(c) Only Supply Chain Manager can give a department a go ahead to request petty cash after taking into account the nature of expenditure and satisfying himself that procurement can be done via petty cash and that petty cash system is not abused.

(d) Each department must compile monthly reconciliation reports to the Chief Financial Officer, including:

- (i) The total amount of petty cash for that amount; and
- (ii) Receipts and appropriate documents for each purchase.

2.6 WRITTEN OR VERBAL QUOTATIONS.

(a) Written or Verbal quotation must be obtained from at least three different suppliers from, but not limited to, suppliers whose names appear on the suppliers database of the municipality, provided that if quotations are obtained from suppliers who are not listed, such suppliers must meet the listing criteria required by this policy.

(b) To the extent feasible Suppliers must be requested to submit such quotations in writing.

(c) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

(d) Accounting officer must record names of potential providers requested to provide quotations as referred in (c) above and their quoted price;

(d) If quotation was submitted verbally, the may be placed against written confirmation by selected supplier.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.6 FORMAL WRITTEN QUOTATIONS

(a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria required by this policy.

(b) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

2.7 PROCEDURES FOR PROCUREMENT VIA WRITTEN QUOTATIONS

(a) all requirements in excess of R 30 000(VAT included) must be advertised for at least for at least seven days on the website of municipality or local notice boards.

(b) Rotation system where possible must be used when procuring from suppliers on the list of accredited suppliers.

(c) Accounting officer via SCM unit must take all reasonable steps to ensure that procurement of goods or service via quotations is not abused.

(d) SCM unit must on a monthly basis notify in writing of all written quotations accepted by it.

(e) where quotations have been invited via local notice boards and municipal website, no additional quotations are needed should the number of received quotations be less than three.

2.8 COMPETITIVE BIDS

(a) goods and services above a transaction value of more than R 200 000 (VAT included) and long term contracts may be procured by municipality via competitive bidding process.

2.9 PROCESS FOR COMPETITIVE BIDS

Procedures for competitive bidding process will be as follows:

- (i) Compilation of bid documents
- (ii) Public Invitation of bids;
- (iii) Site meetings or briefing sessions, if applicable;
- (iv) Handling of bids submitted in response to public invitation;
- (v) The evaluation of bids
- (vi) Award of contracts
- (vii) Administration of contracts
- (viii) Proper record keeping

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.9.1 BID DOCUMENTATION FOR COMPETITIVE BIDS

Municipal Bid documents must comply with following requirements:

(a) take into account :

- (i) the general conditions of contact;
- (ii) treasury guidelines on bid documentation and
- (iii) the requirements of the construction Industry Development board, in respect of bids relating to construction, upgrading or refurbishment of buildings or infrastructure;

(b) Stipulate the preference point system which will be applied in evaluation and adjudication of contracts;

(c) Compel bidders to make declaration of interest and fill declaration of interest form;

(d) if the transaction value is estimated to exceed R 10 million(VAT included), require bidders to furnish the followings:

(i) the audited financial statements(if bidder is required by law to prepare financial statements) for the past three years or since establishment if entity is established within or during the past three years;

(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside Republic, and, if so, what portion and whether any portion of payment from municipality is expected to be transferred out of the Republic;

(e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.9.2 PUBLIC INVITATION OF BIDS

(a) Accounting officer of BLM is required to advertise all bids on the eTender Publication Portal as provided below.

All bids advertised on the eTender Publication Administrator must at least contain the following information:

- Bid description;
- Bid number;
- Name of Municipality or Entity;
- The physical location where the goods, services or works specified in the bid are required; □ The closing date and time of the bid;

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- Municipality or entity's contact details (postal and physical address, telephone number, email address, etc.);
- The physical location where hard copies of bids can be collected;
- The physical location where bids should be delivered; and
- The bid documents (MBDs, Terms of Reference, GCC and any other relevant document).

(b) The minimum period of time, which may be allowed between the publication date of bid invitations and closing time for bids, must be stipulated and should be sufficient for bidders to reply to the specific requirement. This period may not be less than 14 days for bid which does not exceed R 10 million and 30 days for bid of transaction value equal or exceeding R 10 million. When determining a closing date, sufficient time must be allowed for prospective bidders to prepare and submit their bids. The necessary information regarding the date and time of closure must appear in the bid document and shall be collected from the BLM offices during working hours. It is essential that a definite cut-off time for submitting bids should be set and it should be strictly observed. Late bids, bids by telephone, fax or email are not considered.

(c) Accounting officer may determine closure of bids which is less than 30 or 14 days requirements only on grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow official procurement process;

(d) The bid advertisement must clearly indicate that it is the municipality's prerogative not to award the bid or any part thereof to the lowest or any bidder.

(e) Bids advertisement must contain statement that bids may only be submitted on the bid documentation provided by municipality.

(f) Bids submitted to municipality must be sealed.

2.9.3 SITE INSPECTION/BRIEFING OR INFORMATION SESSION

(a) The necessary information regarding a site inspection/information session must appear in the bid document, if applicable. A fully explanatory site inspection may be conducted before the close of bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

(b) Should it be a condition that prospective bidders attend a site inspection, nonattendance of this site inspection may invalidate a bid.

(c) The following information shall be necessary:

(i) Particulars of the place and time of the site inspection, indicated in the advertisement as well as in the bid document

(ii) Proper minutes to be taken on all information disclosed during the site inspection

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (iii) Copies of these minutes must be made available to all interested parties that attend the meeting
- (iv) The same copies must also be made to all other prospective bidders (v) Bidders should be requested in the Bid documents to certify that the site inspection was attended and that they are fully aware of the extent of the task
- (d) Bidders should certify that the site inspection meeting was attended and that they are fully aware of what is reasonably expected from them
- (e) Bidders should state on a form (to be included in the Bid document)
- (f) The name of the person who represented the company/firm;
- (g) Particulars of the company/firm;
- (h) Date and place of inspection; and
- (i) Any other information that is required by the BLM

2.9.4 PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS

- (a) The following procedure shall be followed when opening bids:
 - (i) SCM unit shall open the bids in public.
 - (ii) The opening of bids must be at the same time as soon as possible after the closing time.
 - (iii) Names of bidders and their bidding price must be read out to public.
 - (iv) All bids received must be recorded in the register for that purpose
 - (v) Register will be available to public; and
 - (vi) Entries in the bid register and bid results shall be published on the website of the municipality.

2.10. NEGOTIATIONS WITH PREFERRED BIDDERS

- (a) Accounting officer can negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiations
 - (i) does not allow any preferred bidder to a second or unfair opportunity;
 - (ii) is not to the detriment of other bidder; and
 - (iii) does not lead to a higher price than the bid as submitted
- (b) Minutes of such negotiations must be kept for record purpose.

2.11. TWO STAGE BIDDING PROCESS

- (a) two stage process is allowed only for:
 - (i) large complex projects
 - (ii) projects where it may be undesirable to prepare complete detailed (iii) long term projects with a duration period exceeding three years.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) In the first stage technical proposals on conceptual design or performance specification should be invited, subject to technical as well as commercial clarifications and adjustments.

18

2.12.1 BID SPECIFICATION COMMITTEE

(a) a bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(b) Specifications:

- (i) must be in an unbiased manner to allow all potential suppliers to offer their goods or services;
- (ii) must take into account standards such as those issued by the Standards South Africa, the International Standards Organization, or an authority accredited by or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;
- (iii) where possible described, be described in terms of performance required rather than in terms of descriptive characteristics for design;
- (iv) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
- (v) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "equivalent".
- (vi) Must indicate each specific goal for which points may be awarded in terms of the points system set out in this policy;
- (vii) Must be approved by the accounting officer or delegated sec 57 Senior Manager preferably CFO prior to publication of the invitation to bid.

(c) a bid specification committee must be composed of one or more officials of municipality from the End-User department and must include manager responsible for function involved.

(d) no person, advisor or corporate entity involved with bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

2.12.2 BID EVALUATION COMMITTEE

(1) Bid evaluation committee must

(a) Evaluate bids in accordance with:

(i) the specifications for specific procurement; and (ii) the points system as set out in this policy.

16

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (b) evaluate each bidder's ability to execute the contract;
- (c) Check in respect of the recommended bidder whether municipal rates and taxes and service charges are not in arrears.; and
- (d) Via Supply Chain Unit submit the evaluation report to Bid adjudication committee;
 - (i) make final award or a recommendation to Accounting Officer to make the final award; or
 - (ii) make another recommendation to accounting officer how to proceed with the relevant procurement
- (b) the accounting officer must appoint the chairperson of the committee; and if he chairperson is absent the present members must elect one of them to preside at the meeting.
- (c) a bid adjudication committee must consist of at least four Senior Managers which must include:
 - (i) the chief financial officer
 - (ii) at least one senior supply chain practitioner
- (d) Neither a member of bid evaluation committee, nor advisor or person assisting the evaluation committee, may be a member of bid adjudication committee.
- (e) If bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee must prior to awarding of contract check in respect of the preferred bidder's municipal rates and service charges are not in arrears and notify the accounting officer of its intention.
- (f) the accounting officer may after due consideration of the reasons for adjudication committee to deviate from evaluation committee recommendations, approve or reject the decision and if the decision is rejected refer the matter back to adjudication committee for reconsideration.
- (g) If accounting officer approves the decision of the bid adjudication committee to deviate from bid evaluation committee recommendation he or she must comply with section 114 of the Act within 10 working days.

2.13 PROCUREMENT OF BANKING SERVICES

- (a) A contract for provision of banking services to a municipality:
 - (i) must be procured through competitive bids;
 - (ii) must be consistent with sections 7 and 85 of the Act; and
 - (iii) may not be for a period of more than five years at a time.
- (b) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(c) The Closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper. Bids must be restricted to banks registered in terms of the banks Act, 1990(Act No. 94 of 1990).

2.14 PROCUREMENT OF IT RELATED GOODS OR SERVICES

(a) Accounting Officer may request State Information Technology Agency(SITA) to assist the municipality with acquisition of IT related goods or services through competitive bidding process.

(b) The parties must enter into a written agreement to regulate the services rendered by, and payments to be made to, SITA.

(c) The Accounting Officer must notify SITA together with a motivation of the IT needs of the municipality if:

(i) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R 50 million(VAT included); or

(ii) the transaction value of a contract to be procured by the municipality whether for a one year or more years exceeds R50 million (VAT Included).

(d) If SITA comments on the submission and municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to council, the National Treasury, the relevant provincial treasury and Auditor General.

2.15 PROUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

(a) Accounting Officer may procure goods or services for the municipality under a contract secured by another organ of state, but only if:

(i) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state; (ii) the municipality has no reason to believe that such contract was not validly procured;

(iii) there are demonstrable discounts or benefits for the municipality to do so;

(iv) that other organ of state and the provider have consented to such procurement in writing.

2.16 PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

(a) The policy restricts the acquisition and storage of goods in bulk (other than water) which necessitate special safety arrangements, including gasses and fuel.

(b) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership and cost advantages for the municipality.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.17 PROUDLY SOUTH AFRICAN CAMPAIGNS

(a) Blouberg Municipality will support Proudly SA Campaign aimed at promoting locally manufactured/produced products.

2.18 APPOINTMENT OF CONSULTANT

(a) Accounting officer can appoint consulting services provided that any treasury guidelines in respect of consulting services are taken into account when such procurement are made.

(b) A contract to appoint consultants must be procured via competitive bids if :
(i) the value of the contract exceeds R 200 000(VAT included) or (ii) the duration period of contract exceed one year.

(c) in addition to requirements prescribed by this policy for competitive bids, bidders must furnish particulars of all and similar consultancy services provided to organ of state in the last five years.

(d) Accounting officer must ensure that the copyright in any document produced, and the patent rights or ownership in any plant, machinery or process designed or devised by consultant in the course of the consultancy service is vested in the municipality.

2.19 DEVIATION FROM AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESS.

(a) Accounting Officer may dispense with the official procurement processes established by this policy and procure any required item via any convenient process, which may include direct negotiations, but only

(i) In an emergency;

(ii) If such goods or services are available from single supplier only; (iii) For the acquisition of special works of art or historical objects where specification are difficult to compile; (iv) Acquisition of animals for zoo; or

(v) In any other exceptional cases where it is impractical or impossible to follow the official procurement processes.

(b) Accounting Officer may ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of technical nature.

(c) Accounting Officer must record the reasons for any deviations and report them to the next meeting of the council and include as a note to the annual financial statements.

2.20 UNSOLICITED BIDS

(a) The Municipality in terms of section 113 of the Act is not obliged to consider unsolicited bids received outside a normal bidding process.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) If Municipality decides in terms of section 113(2) of the Act to consider an unsolicited bid, it may do so only if :

- (i) The product or service offered in terms of the bid is demonstrably or proven unique innovative concept;
- (ii) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality;
- (iii) The person who made the bid is the sole provider of product or service;
- (iv) The reason for not going through the normal bidding process are found to be sound by the Accounting Officer.

(c) If a municipality decides to consider an unsolicited bid that complies with paragraph (b), the municipality must make its decision public in accordance with section 21A of the Municipal Systems Act, together with:

- (i) Its reasons as to why the bid should not be open to other competitors; (ii) An explanation of the potential benefits for the municipality were it to accept the unsolicited bid;
- (iii) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

(d) Once the municipality has received written comments pursuant to paragraph

(c), it must submit such comments, including any responses from the unsolicited bidder, to the National Treasury and relevant provincial treasury for comment.

(e) The adjudication committee must consider the unsolicited bid and may award the bid or recommend to the accounting officer, depending on its delegations. (f) A meeting of adjudication committee to consider unsolicited bid must be open to public.

(g) When considering the matter, the adjudication committee must take into account –

- (i) Any comments submitted by the public; and
- (ii) Any written comments and recommendations of the National Treasury and relevant provincial treasury.

(h) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

(l) such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

2.21 COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

(a) Accounting Officer must take all reasonable steps to prevent abuse of the supply chain management system.

(b) Accounting Officer must investigate any allegation against any official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

to comply with the supply chain management policy, and when justified- (i) Take appropriate steps against such official or other role player; or (ii) Report any alleged criminal conduct to the South African Police Service.

(c) Accounting Office must check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with public sector'

(d) Accounting Officer can reject any bid from a bidder-

(i) If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

(ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactorily;

(e) Accounting Officer can reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;

(f) Accounting Officer can cancel a contract awarded to a person if-

(i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or

(ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and

(g) Accounting Officer can reject the bid of any bidder if that bidder or an of its directors-

(i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system; (ii)

Has been convicted for fraud or corruption during the past five years;

(iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

(iv) Has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(h) The Accounting Officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub regulation (1) (b) (ii), (e) or (f).

2.22 ACQUISITIONING EVALUATION PROCESS

2.22.1 EVALUATION CRITERIA

(a) The decision of awarding a contract to a prospective provider must be based on a determination of which bidder has the best likelihood of successfully completing the contract at the best value to the BLM.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Proposal evaluation is the process of evaluating both the proposal and the bidder to determine whether the bidder by means of that proposal can successfully accomplish the contract. It forms the basis of choosing between competing offers.

- (b) Evaluation factors (criteria) are those aspects of a proposal that will be
- Local business should receive preference
 - Technical requirements of personnel.
 - Perceived ability to render the services required.
 - Flexibility (to adapt to client requirements).
 - Availability to meet deadlines.

2.22.2 PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT

(a) In the acquisition of local goods and services this policy will provide for categories of preference in terms of Section 5 of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and applicable Preferential Procurement Regulations and Schedules published in the Government Gazette (Notice 2174 of 2004).

(b) The preference point system as detailed below will be followed. No system will be applied in respect of bids/acquisition with a Rand value of less than R30 000 per legislation.

2.22.3 THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS AND/OR SERVICES UP TO A RAND VALUE OF R 50 000 000.00

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

(a) The following formula must be used to calculate the points for price in respect of competitive bids/price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000.

$$Ps = 80 \left\{ \frac{1 - Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price bid / offer under consideration

Pt = Comparative price of bid / offer under consideration

Pmin = Comparative price of lowest acceptable bid / offer.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.4 THE 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES WITH A RAND VALUE ABOVE R 50 000 000.00

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

(a) The following formula must be used to calculate the points for price in respect of competitive bids with a Rand value above R 50 000 000.

$$Ps = 90 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. Where the Minister of Trade and industry, in terms of section 9 of the Broad Based Black Economic Empowerment Act, No 53 of 2003, gazetted a code of good practice for a particular sector, the scorecard contained in the gazetted code of good practice must be utilised in the evaluation process. In the absence of such code of good practice for a particular sector, the balanced scorecard prescribed by National Treasury must form part of the evaluation criteria.

(See Annexure SCM 1 and Annexure SCM 2)

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if

the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.5 THE 80/20 PREFERENCE POINT SYSTEM FOR THE SALE AND LETTING OF ASSETS UP TO A RAND VALUE OF R 50 000 000

(a) The following formula must be used to calculate the points for price in respect of competitive bids / price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 80 \left\{ \frac{1 + Pt - Ph}{Ph} \right\} Ph$$

Ps = Points scored for price of bid / offer under consideration

Pt = Price of bid / offer under consideration

Ph = Price of highest acceptable offer

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.6 THE 90/10 PREFERENCE POINT SYSTEM FOR SALE AND LETTING OF ASSETS WITH A RAND VALUE ABOVE R 50 000 000.

(a) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 50 000 000 and which relate to the sale and letting of assets.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

$$Ps = 90 \left\{ \frac{1 + Pt - Ph}{Ph} \right\}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Ph = Price of highest acceptable bid

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.7 EVALUATION OF CONSULTANTS OR OTHER PROFESSIONAL SERVICES ON FUNCTIONALITY.

(a) the following formula shall be used to evaluate consultants based on Functionality

$$Ps = \frac{SO \times AP}{MS}$$

Ps = Points scored for functionality

SO = points awarded by a panel member
MS = Maximum weight
AP = Percentage points for functionality

(b) the following formula shall be used to evaluate points scored for price for Consultants

$$Ps = \frac{P_{min} \times AP}{Pt}$$

Ps = points scored for price
Pmin = lowest acceptable bid price
Pt = bid price under consideration

AP = Total score for functionality

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.22.8 80/20 POINT SYSTEM FOR EVALUATION OF CONSULTANTS

(a) the following formula shall be used to determine the points scored by bidders through 80/20 system

$$Ps = 80 \left(\frac{1 + HS - RS}{RS} \right)$$

Ps = Points scored

HS = Highest acceptable points for sum of points for price and Functionality.

RS = sum of points scored for price and functionality for bid under Consideration

2.22.9 STIPULATION OF PREFERENCE POINT SYSTEM TO BE USED

(a) The Blouberg Municipality must, in the bid documents, stipulate the preference point system which will be applied in the adjudication of bids.

2.22.10 EVALUATION OF BIDS ON FUNCTIONALITY (QUALITY) AND PRICE, INCLUDING WHEN CONSULTANTS ARE APPOINTED

(a) The municipality must, in bid documents, indicate if, in respect of a particular bid invitation, bids will be evaluated on functionality and price.

(b) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value equal to or below, R 50 000 000, not exceed 80 points.

(c) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value above, R50 000 000, not exceed 90 points.

(d) When evaluating the bids contemplated in this item, the points for functionality must be calculated for each individual bidder,

(e) The conditions of bid may stipulate that a bidder must score a specified number of points for functionality to qualify for further adjudication

(f) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated above must, subject to the application of the evaluation system for functionality and price, be established separately and be calculated in accordance with the other provisions in this section 9.4

(g) The number of points scored for achieving Governments Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for functionality and price.

(h) Only the bid with the highest number of points scored may be selected.

2.22.11 AWARD OF CONTRACT TO BIDS NOT SCORING THE HIGHEST NUMBER OF POINTS

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) Despite the above regulations, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points. Preference calculations or decisions, made during proposal / bid evaluations or candidate selection through interviews, shall be clear and documented. The specific goals must be measurable and quantifiable and must be monitored in the execution of the contract.

2.22.12 CANCELLATION AND RE-INVITATION OF BIDS

(a) In the event that, in the application of the 80/20 preference point system, as stipulated in the bid documents, all bids received exceed the estimated Rand value of R 50 000 000, the bid invitation must be cancelled.

(b) In the event that, in the application of the 90/10 preference point system, as stipulated in the bid documents, all bids received are equal to, or below R 50 000 000, the bid invitation must be cancelled.

(c) The municipality must, if the bid invitation has been cancelled in terms of the above, re-invite bids and must, in the bid documents, stipulate the correct preference point system to be applied.

(d) The Blouberg Municipality may, prior to the award of a bid, cancel the bid if;

- (i) Due to changed circumstances there is no longer a need for the goods, works or services offered, or
- (ii) Funds are no longer available to cover the total envisaged expenditure; or
- (iii) No acceptable bids are received.

2.22.13 THE SPECIFIC ACTIVITIES, WHICH MAY BE STIPULATED TOWARDS ACHIEVING SPECIFIC GOALS AS PER SECTION 17 OF THE REGULATIONS, ARE AS FOLLOWS:

(a)

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption.

(b) Enterprises located within blouberg municipality include:

- (i) Suppliers who have offices within blouberg municipality;
- (ii) In case of emerging suppliers with no offices their address of registered office must be within blouberg municipality and the individual owners of entity must be the residents of blouberg municipality.

27

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.22.16 INTERVIEW SELECTION CRITERIA

(a) If the selection is going to be made through interview, the selection criteria should be known beforehand (it could be in the form of evaluation criteria and weights). During the interview the members of the interview panel should assign a score to each criteria, and these scores are then added to arrive at a total score. This total score is then used to assist in making the selection decision.

2.23 OTHER FACTORS IN THE ACQUISITIONING PROCESS

2.23.1 TAX CLEARANCE CERTIFICATE

(a) It is a specific requisite that on all projects, a Tax Clearance Certificate, issued by the SA Revenue Services for the bidding company/entity is to be submitted as part of the bid documentation.

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

2.23.2 ACCESS TO BIDDING INFORMATION

(a) To ensure complete transparency in the bidding process, bid documents should provide details of adjudication criteria. This will be especially important in bids where price will no longer be the only criteria in awarding bids.

(b) The BLM will assist with the compilation and dissemination of bidding and related information in a simplified and uncomplicated format.

(c) Bid results and awards must be made available to bidders when requested. This process, which will ensure transparency, will also enable bidders to evaluate their performance and competitiveness for future bids.

(d) BLM will be required to display both the bids and awards in the offices on for example bid notice boards. This place of display should be accessible to the public even after normal working hours. This will enable the information to reach the local community as effectively as possible. Local councillors are responsible to further disseminate information to their constituencies.

2.23.3 UNIFORMITY IN BID PROCEDURES, POLICIES AND CONTROL MEASURES

(a) Uniformity in bid procedures and control measures should be enhanced to ensure efficiency and effectiveness in procurement/ acquisitioning management. This can be accomplished through:

(b) The implementation of a uniform acquisitioning policy that must address at least the following:

- (i) The range of processes to be used for example tender (local/national), quotation (formal/informal) auction etcetera
- (ii) Procedures and mechanisms for each type of process

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (iii) When a particular type of process must be used
- (iv) Categorisation of processes relating to value of transactions (financial thresholds)
- (v) Open and transparent pre-qualification processes
- (vi) Ensuring that bid procedures are easy to interpret, clear, cost-effective, inexpensive, quick, transparent and free of corruption;
- (vii) A system of supply chain management, which is uniformly applied by all organs of State
- (viii) Proper rules pertaining to unsolicited bids (sect. 113 of the MFMA)

2.23.4 GENERAL ACQUISITIONING PRINCIPLES

- (a) Irrespective of who will be responsible for the acquisitioning process, the general principles of being fair, equitable, transparent, competitive and cost-effective will apply to, and will be the guiding principles for all stakeholders during all activities in the process.
- (b) This entails a proper definition of what is required, adherence to the prescribed selection and evaluation process, as well as proper implementation, monitoring and evaluation.

2.23.5 LETTERS OF ACCEPTANCE

- (a) Letters of acceptance shall be issued by the Head of Procurement once a tender has been approved by a person/structure in accordance with the delegated authority. Such letters may also be signed by the relevant delegated authority.
- (b) Letters of acceptance must be accurate, unambiguous, complete and contain detail of discounts that the BLM may qualify for and must reflect the approval accurately. Such letters are to be handed to the tenderer against signature or sent by registered post as soon as possible after it has been approved and before the validity period expires. A copy must also be made available to the Finance division in order that this commitment can be captured in their records. The Corporate/Admin. Department, who is responsible for the management of the administration of contracts, must also be furnished with a copy.
- (c) A formal contract may also be concluded and must display the same principles than those contained in a letter of acceptance.
- (d) New conditions that did not form part of the original tender documentation, may not be included in a letter of acceptance/contract.

2.23.6 PUBLISHING RESULTS

- (a) As the letter of acceptance/contract concludes the process of competing for the business, it is important that the final results also be publicized.
- (b) Bid results must at least be displayed in the offices of the BLM on for example bid notice boards.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.23.7 REPORTING

(a) The Accounting Officer should report, in the prescribed formats and frequencies prescribed by the relevant Treasury, management information to the executive authorities and the National and relevant treasuries.

2.24 POWERS OF ACQUISITIONING STRUCTURES/ INDIVIDUALS**2.24.1 POWERS OF THE COUNCIL**

The Council has the power to:

- Priorities expenditure
- Receive for the purpose of maintaining oversight over the implementation of the municipality's supply chain management policy, a report within 30 days of the end of each financial year, from the MM regarding the implementation of the supply chain management policy and spending patterns on the budget. □ Monitor the activities of the BLM.

The Council and the Accounting Officer may not delegate any supply chain management power or duties to:

- A person who is not an official of the municipality; or
- To a committee which is not exclusively composed of officials of the Blouberg municipality.
- To a single person or single member of any bid committee. The power to make final awards in a competitive bidding process has been delegated to the committee and therefore the committee system must be used.

2.24.2 POWERS OF THE BID ADJUDICATION COMMITTEE

The Bid Adjudication Committee has the power to:

(a) amend or cancel concluded agreements if delivered goods and services do not conform to specifications

(b) approve bids over the amount of R 200 000.

©To invalidate bids on the grounds mentioned in section 112(1)(n) MFMA

(d) The Bid Adjudication Committee must within 5 days of the end of each month submit to the Municipal Manager through the Chief Financial Officer, a written report containing particulars of each final award made by this committee during that month, including –

- (i) the amount of the award;
- (ii) the name of the person/business to whom the award was made
- (iii) the reason why the award was made to that person/business.

3. LOGISTICS MANAGEMENT

(a) Accounting officer must establish and implement an effective system of logistics management, which include;

- (i) the day to day management of stores and warhorse.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (ii) determining the range and nature of items that will be carried in the store facility
- (iii) Setting inventory level
- (iv) Timely placement of orders when stock levels are low
- (v) Receiving and distribution of goods; and
- (vi) Expediting orders'
- (vii) Transport Management
- (viii) Vendor Performance
- (ix) Maintenance and contract administration

4. DISPOSAL MANAGEMENT

- (a) This policy provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act.
- (b) Assets may be disposed in this way:
 - (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) Transferring the asset to another organ of state at market related value or, when appropriate free of charge;
 - (iii) Selling the asset; or
 - (iv) Destroying the asset;
- (c) The SCM policy stipulate that-
 - (i) Immovable property may be sold only at market related prices except when the public interest or the plight of the poor demands otherwise; (ii) Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related price, whichever is the most advantageous to the municipality;
 - (iii) In the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
 - (iv) In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.
- (d) The policy provide that –
 - (i) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
 - (ii) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
 - (iii) That where assets are traded in for other assets, the highest possible trade-in price is negotiated.

5. RISK MANAGEMENT

5.1 GENERAL

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) It is imperative to take cognisance of potential risks during the supply chain management and specifically the acquisition process. Due consideration should ideally be given to the following:

- (i) Identification of acquisition risks on a case-by-case basis;
- (ii) Allocation of risks to the party best equipped to manage such; (iii) The Municipality bearing the cost of risks where the cost of transferring them is greater than that of retaining them;
- (iv) The exercising of risk management in a proactive manner and providing adequately for the cover of residual risks;
- (v) Contract documentation clearly and unambiguously assigning relative risks to the contracting parties.
- (vi) Development and implementation of appropriate processes. (vii) Development and implementation of procedures and mechanisms to minimise risk such as screening processes and security clearances. (viii) Development and implementation of adequate administrative procedures relating to the advertising, invitation, opening, registering and recording of bids.
- (ix) Disqualification of bidders who are inherent risks such as those who were found guilty of fraud or who failed to comply with previous government contracts.
- (x) Elimination of prospective contractors who have conflict of interests in specific tenders by implementing a system in terms whereof bidders are obliged to disclose any form of conflict they possibly may have.
- (xi) Risk management should therefore form part of the business plan for the acquisition of all goods and services.

5.2 INSURANCE

(a) Any of the following, or a combination thereof, should be applied to protect the interests of the municipality in the procurement process:

- (i) That insurance is taken out in deserving cases.
- (ii) That risk management programmes are established.
- (iii) That liquidated damage clauses be included in contracts where applicable.
- (b) Suitable arrangements should also be made to ensure that insurance related excesses do not cause the failure of emerging small and micro enterprises.

5.3 GUARANTEES

- (a) Performance guarantees should be commensurate with the degree of contractual risk to which BLM are exposed.
- (b) In cases of large and complex contracts, it is advisable to call for bid guarantees to circumvent the submission of irresponsible bids.
- (c) Performance guarantees should spread the cost of the risk of failure between the contracting parties and should be set at such a level that all BLM costs relating to such failure are likely to be recovered.
- (d) It would be prudent to make adequate provision in all engineering and construction works contracts to ensure that monies are available to rectify defects.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(e) Performance bonds in engineering and construction works contracts should be waived in low value, low risk contracts or where a third party carries the risk of failure in an acceptable manner.

5.4 CONTRACT MANAGEMENT

(a) The basic requirements as stipulated in the MFMA (section 116) should be adhered to namely: writing, dispute resolution mechanisms, termination, periodic review of contracts and the duties of the Accounting Officer such as enforcement of contracts, monthly monitoring, regular reporting to council, amendment of contracts etc.

5.5 SURETIES

(a) Though the BLM is sensitive to the plight of Emerging Contractors, all projects considered being of high risk due to the nature and scope of work should be subject to high sureties.

(b) In terms of the risk management approach, all constraints are subjected to risk analysis from which alternative strategies are developed to avoid, reduce or control the associated risk for the Contractor as well as the BLM.

(c) It is suggested that the following sureties shall be applicable:

Micro projects(0 - R200 000) Nil
Small projects (R200 000 – R500 000) 2.5%
40
Medium Projects (R500 000 – R1 000 000) 5%
Large projects (R1 000 000 >) 10%

(d) When classified as a contract that does not require a surety, then such status will apply even if the bid exceeds the maximum amount to prevent bidders preparing a bid under the perception that no surety will be required, but only discover later the surety requirements changed.

(e) In the case of small and medium projects, the sureties have been reduced and a cash surety may be deducted in equal percentages from the progress payments for the duration of the contract. In the case of large projects not exceeding R2,0 million a cash deduction from the first three progress payments covering the full surety percentage will be allowed. In case of large projects over R2,0 million only bank bonds will be allowed.

5.6 RETENTION

(a) The BLM shall retain the following percentages of the project cost from the Contractor during the construction as a guard against defects that might be noticed after practical completion- Micro 5%

Small 5%
Medium 10% Large
10%

The retention will be released as follows:

33

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Micro- 2.5% released at completion of the Project and the balance after 3 months

Small - 2.5% released at completion of the Project and balance after 6 months

Medium - 5% released at completion of the Project and the balance after 12 months

Large - 5% released at completion of the Project and the balance after 12 months

5.7 TECHNICAL AND OTHER PROFESSIONAL CONSULTANTS

(a) BLM has accepted as a fact the appointment of consultants where the in-house skills are in short supply. In order to do work on contract, it is necessary that the planning, contract documentation and site supervision be done in an absolute professional manner, maintaining a very high standard and completed in a minimum time and within budget.

(b) The consultants are to be appointed by applying these guidelines on a rotating roster system and will be grouped together in the different disciplines.

5.8 PROFESSIONAL REGISTRATION AND INDEMNITY INSURANCE

(a) In order to maintain such a high standard of work and keeping in mind the possible risk Council is exposed to, as well as the relevant legislation regarding the professions; it is of utmost importance that only firms registered with their relevant professional bodies be allowed to be appointed by BLM. Furthermore, all such firms must have a valid and current Professional Indemnity insurance policy in place. The purpose of such a policy is to provide protection for any loss, damage, death liability or take-over of a third party or a loss sustained by the BLM, related to an oversight, omission or negligence pertaining to the non-adherence of professional duties for which the consultant is responsible.

(b) In keeping with the principles of the RDP as well as procurement and delivery reform, it is essential that a certain margin of preference should be applied, targeting historically disadvantaged consultants.

5.9 UNSATISFACTORY PERFORMANCE**5.9.1 GENERAL**

(a) Where unsatisfactory performance of a contractor occurs, it should be brought to his/her attention in writing, preferably by registered mail. If it is not corrected in an acceptable time (which is agreed upon by the BLM and the contractor), the contractor could be informed that the BLM would withdraw from its contractual obligations if a suitable response were not forthcoming. If this persists, legal counsel should be consulted to unilaterally withdraw from the contract in a manner recommended by such counsel. All other costs (over and above the contract price), should also be recovered from the contractor who did not perform should it be necessary to procure emergency goods/services at a higher price. The agreement entered into should form the basis of such action.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

5.9.2. PENALTIES

(a) All contracts awarded to contractors will be subject to a fair penalty clause. The penalty clause is necessary to encourage contractors to complete their assignments within the contract time. However, due care should be taken so that

penalties imposed should not harm emerging contractors to such an extent that the empowerment of HDIs cannot be realised. (a) The following penalties should be applicable

Micro projects 0.02 % of contract amount per day

Small projects 0.04 % of contract amount per day

Medium projects 0.06 % of contract amount per day

Large projects 0.08 % of contract amount per day

(c) A penalty clause does not and cannot ensure that a contract will be completed on time and therefore the enforcement of penalties will become a reality. Penalties should at least cover any loss incurred by the BLM.

5.10 CONTRACT AMENDMENTS

(a) To enhance the flexibility of the procurement process, it is proposed that the BLM be allowed to extend the quantities of an approved quotation or tender by not more than 20 percent provided that the budget accommodates the additional 20 percent and the requirement is approved. This may be approved by the BLM at the delegated level, provided that the provider agrees to such extension and the additional goods are supplied at the same (or lower) price originally agreed to.

5.11 PAYMENT FACILITATION

(a) For the sustainability of contractors generally, early payments should be made as soon as all certifications and verifications have been completed. Late payments are detrimental to emerging and small contractors' continuity in business. The BLM undertakes to effect processing invoices as soon as possible but within the time stipulated in the tender document but not exceeding 30 days.

(b) It is therefore the responsibility of the relevant functionary in the BLM to certify/assess invoices as soon as they are presented to determine whether the invoices actually mirrors the services rendered/goods delivered and that services/goods are of the required quality.

5.12 CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS

(a) The requirements of section 33 of the MFMA must be adhered to in regard to contracts which impose financial implications for three years or more (current financial year excluded).

6. PERFORMANCE SYSTEM

(a) Accounting Officer must establish an effective internal monitoring system in order to determine, on the basis of retrospective analysis, whether the authorized
To a maximum of

35

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

5% of

43

supply chain management processes were followed and whether the desired objectives were achieved.

7. OTHER MATTERS.

7.1 PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER.

(a) Municipality may not make any award above R 15 000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.

(b) Before making an award to a person, a municipality must first check with SARS whether that person's tax matters are in order.

(c) If SARS does not respond within seven days such person's tax matters may for purpose of sub regulation (a) be presumed to be in order.

7.2 PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE.

(a) Irrespective of procurement processes followed the Municipality may not make award to a person –

(i) Who is the service of state;

(ii) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(iii) Who is an advisor or consultant contracted with the municipality.

7.3 AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE.

(a) The notes to annual financial statements of a municipality must disclose particulars of any award of more than R2 000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –

(i) The name of the person;

(ii) The capacity in which that person is in the service of the state; and (iii)

The amount of the award.

7.4 COMBATING CORRUPTION AND ETHICS

(a) In supply chain management and more specifically procurement/acquisition management, all parties are required to comply with the highest ethical standards to promote:

(i) mutual trust and respect; and

(ii) an environment where business can be conducted in a fair, transparent and reasonable manner and with integrity.

(b) The Municipal Manager (Accounting Officer) must take all reasonable steps to ensure that proper mechanisms and separation of duties in the system are in place

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

to minimise the likelihood of fraud, corruption, favouritism and unfair and irregular practices.

(c) All members of the bid/evaluation committees as well as the secretaries to these committees must declare interest with each activity performed.

(d) An official / employee who is involved in the decision-making process must, if a conflict of interest is prevalent:

(i) Declare the interest;

(ii) Excuse himself/herself from such decision-making processes (iii)

Refrain from discussion in any matter related to such process.

(iv) Refrain from exerting any form of pressure on decision makers. (v)

Prior to the award of any contract, the BLM must ensure that neither the recommended bidder nor any of the directors are listed as companies/directors/persons restricted to do business with the Public Sector.

(e) The BLM must:

(i) Reject a proposal for award if it is determined that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(ii) Reject a proposal for award if it is determined that the bidder or contracting party were convicted of fraud or corruption during the past five years

(iii) Reject a proposal if it is determined that the contracting party willfully neglected, reneged on or failed to comply with a government contract during the past five years

(iv) Ignore any bid from a bidder whose name appears on the national list of restricted bidders/providers/persons; and

(v) Cancel the contract allocated to a bidder for goods, services or works if it is at any time determined that corrupt or fraudulent practices were engaged in by representatives of the department and/or the provider during the acquisition or the execution of that contract.

(vi) Address any interference in the process. (sect. 118 of the MFMA)

(f) To address public complaints, different pieces of legislation were passed in recent years relating to transparency and anti-corruption measures and may the public complain in the first instance at the Municipal Manager. If not satisfied, the person may refer the complaint to the Public Protector or the Courts.

(g) Legislation that are aimed at addressing complaints and therefore preventing corruption are:

- Public Protector Act of 1998
- Corruption Act of 1994
- Protected Disclosure Act of 2000
- Promotion of Administrative Justice Act of 2000
- Promotion of Access to Information Act of 2000.

7.5 INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITY, OFFICIALS AND OTHER ROLE PLAYERS.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) No person who is a provider or prospective provider of goods and services to a municipality, or recipient or prospective recipient of goods disposed or to be disposed by a municipality, may either directly or through a representative or intermediary promise, offer or grant –

- (i) Any inducement or reward to the municipality for or in connection with the award of a contract; or
- (ii) Any reward, gift, favour or hospitality to any official of the municipality or any role player involved in the implementation of the supply chain management policy of the municipality.

(b) The accounting officer must promptly report any alleged contravention of sub regulation (a) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the national Treasury's database of persons prohibited from doing business with the public sector.

(c) Sub regulation (a) does not apply to gifts less than R350 in value.

7.6 SPONSORSHIPS

(a) The accounting officer of a municipality must promptly disclose to the National Treasury and relevant provincial treasury any sponsorship promised, offered or granted to the municipality, whether directly or through a representative or intermediary, by any person who is-

- (i) A provider or prospective provider of goods or services to the municipality; or
- (ii) A recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.

7.7 OBJECTIONS AND COMPLAINTS.

(a) Persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 days of

the decision or action a written objection or complaint to the municipality against the decision or action.

7.8 DISPUTE RESOLUTION GUIDELINES

(a) The accounting officer may appoint an independent and impartial person not directly involved in the supply chain management process of municipality to assist in the resolution of the dispute between municipality and other persons regarding:

- (i) Any decision or actions taken by the municipality in implementation of its supply chain management system; or
- (ii) Any matter arising from a contract awarded in the course of its supply chain management system; or
- (iii) To deal with objections, complaints or queries regarding any such decisions or actions or any other matters from such contract.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) The accounting officer, or any other official designated by the accounting officer, is responsible to assist the appointed person to perform his/her functions effectively.

(c) A person must:

- (i) Strive to resolve promptly all disputes, objections, complaints or queries received; and
- (ii) Submit monthly report to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

(d) A dispute, objection, complaint or query may be referred to the provincial treasury if-

- (i) The dispute, objection, complaint or query is not resolved within 60 days; or
- (ii) No response is received from municipality within 60 days.

(e) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

(f) This resolution guidelines do not affect a person's rights to approach a court at any time.

7.9 CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER

(a) If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the BLM.

8. NON COMPLIANCE

(a) Non compliance to relevant legislation and this policy statement in regard to supply chain management might result in unauthorized, irregular and fruitless expenses and functionaries may incur personal liability if they are negligent in exercising their duties in terms hereof.

SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES Functionary Purchasing power Process

- Managers to be given powers to approve purchases up to a maximum of R10 000.00. this is subject to the condition that the Manager: Supply Chain should co-sign all the memorandum.
- All payment certificates for capital projects should be signed by the Municipal Manager & Payments above R30 000
- The appointment of the Specification and Evaluation Committees be delegated to the Chief Financial Officer with the Municipal Manager retaining the power to appoint the Adjudication Committee;
- Satellite Managers should have the power to authorize petty cash vouchers

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Bid Adjudication Committee/Municipal Manager Over R200 000. Public tenders

Municipal Manager Over R 30 000 up to +R200 000

Purchases over R30 000 up to R200 000: At least 3 written quotations and

Chief Financial Officer Up to R30 000 Purchases up to R 2000: At least one written quotation.

Purchases over R 2000: At least 3 written quotations.

Petty Cash Up to R250 per transaction through the authority of the Departmental Head

Preference Point Systems or Point Scoring System

ANNEXURE SCM1

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

The 80/20 Preference point system is applicable to bids (including price quotations) with a Rand value from R30000.00 to R50 million (all applicable taxes included)

	Points
Points Scored for Price	80
Points Scored for B-BBEE status level of contributor	20
Total	100

B-BBEE Status Level of Contributor	Number of Points(80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

ANNEXURE SCM2

The 90/10 Preference point system is applicable to bids (including price quotations) with a Rand value above R50 million (all applicable taxes included)

	Points
Points Scored for Price	90
Points Scored for B-BBEE status level of contributor	10
Total	100

40

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

B-BBEE Status Level of Contributor	Number of Points(90/10 System)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

Determine the manner in which, and the conditions under which the offers must be made

Conclude agreements

Inspect and test the supplies and services offered, or to have them inspected and tested.

Respond to queries raised by the external and internal auditors,

41

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.24.4 POWERS OF THE MANAGERS OF DEPARTMENTS

The Manager of a department has the power to:

To approve bids up to the amount of R 20 000.

Manage the budget that has been allocated to the department,

Submit all expenditure requirements as per the budget for the department to the acquisitioning section for approval for initiation,

Assist the acquisitioning section by rendering advice and skills in the bid process.

2.24.5 POWERS OF CHIEF FINANCIAL OFFICER

CFO has the power to approve bids up to R 30 000

Manage the budget of the municipality and approve every procurement transaction of the municipality.

Invalidate any unauthorized procurement

END OF THE POLICY

SITE INFORMATION

C4.1.1 Material site investigation

The in-situ material ranges from G5 to G9 material.

C4.1.2 Pavement and layer works design

THR14 was used for the pavement design. Proposed pavement design consist of the following materials:

Surfacing :40 mm hot mix Asphalt Surfacing (60/70) pen. over 30% diluted stable grade anionic emulsion tack coat applied at 0.6 l/m²

Base Layer: :150 mm G2, compacted to a minimum of 85% RD

Subbase :300 mm C3 cemented subbase using G5 from borrow pit compacted to 97% MDD

Upper selected :150 mm G7 from Borrow pit materials compacted ton 95% MDD

Lower selected 150mm of G8 from the borrow pit compacted to 93% MDD

Roadbed : Fill or roadbed preparation ripped and re-compacted to 93% MDD

C4.1.3 Existing services include electricity, water and sewer.

C4.1.4 Services

Existing services include electricity, water and sewer.

C4.1.5 Traffic counts

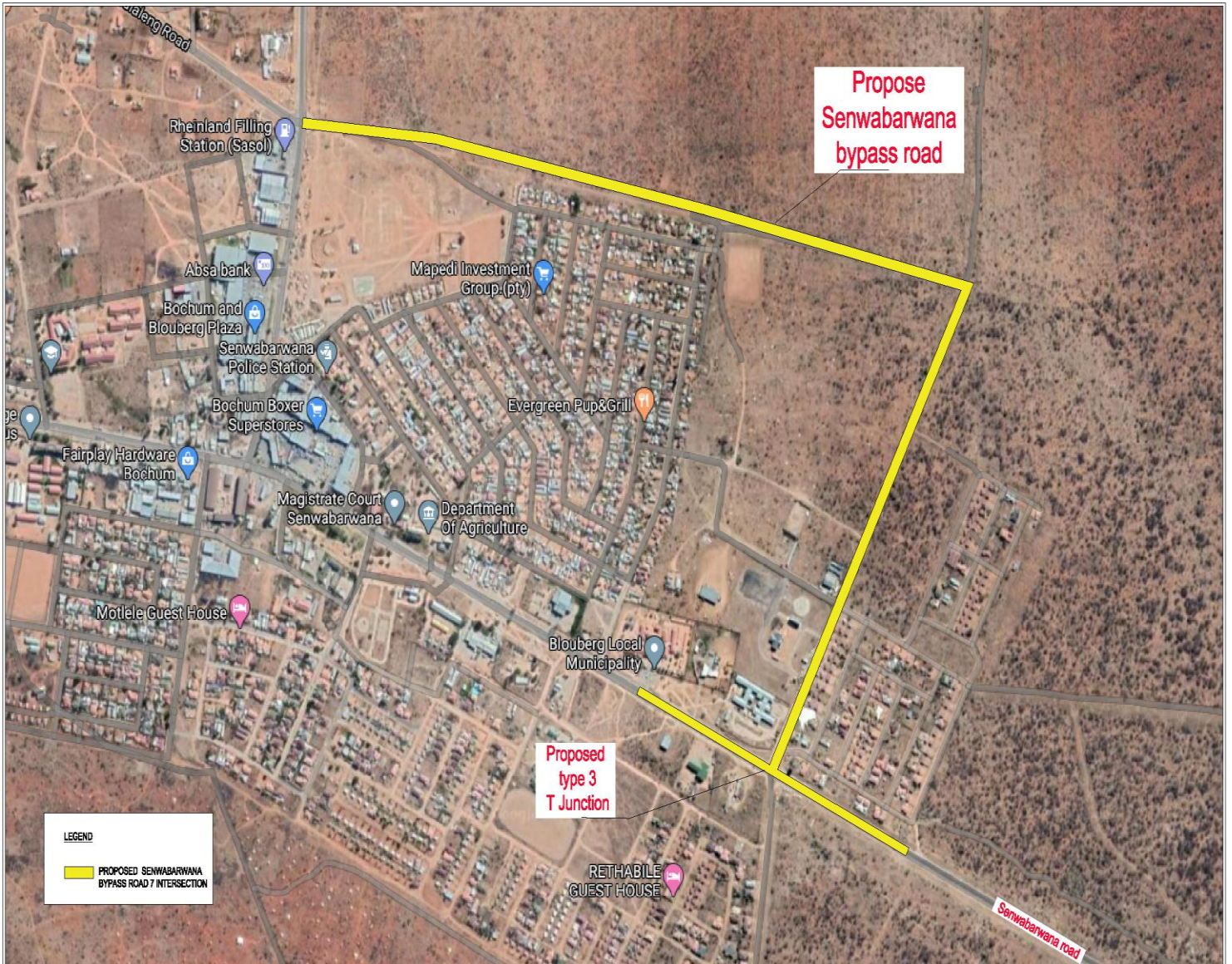
Traffic counts were carried out on the site. The results of these counts were insignificant such that they did not justify the CONSTRUCTION of the road. Traffic generation took into consideration the volume of traffic on Senwabarwana road.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

LOCALITY PLAN



LEGEND
 PROPOSED SENWABARWANA BYPASS ROAD 7 INTERSECTION

NO.	DATE	REVISIONS		DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____ PROJECT NO: _____ SHEET NO: _____	CONSULTANT APPROVAL: NAME: _____ POSITION: _____ DATE: _____ THE ABOVE SIGNATORY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THEY HAVE APPROVED THE DRAWINGS.		APPROVAL BY CLIENT: NAME: _____ POSITION: _____ SIGNATURE: _____ DATE: _____	CONSTRUCTION OF SENWABARWANA BYPASS ROAD CONTRACT NO.: BM 01/20/21	SCALE: _____ INTERNAL PROJECT NO.: T2017-08 DRAWING NO.: T2017/08/01 DATE: _____	SHEET NO.: 01 TOTAL SHEETS: _____ 1 SHEET OF 1
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BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

PART C5: ANNEXURES

<u>C5.1</u>	<u>PROFORMA DOCUMENTS</u>	D.299
<u>C5.2</u>	<u>CONTRACT DRAWINGS</u>	D.311

*BLOUBERG MUNICIPALITY***CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

• PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA	D.300
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	D.302
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	305
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ...	306
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	307
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	308
C5.1.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	309
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	310

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

• **RETENTION MONEY GUARANTEE PROFORMA**

EXAMPLE

.....Municipality
.....
.....
.....

FOR INFORMATION ONLY:
This Guarantee is not to be completed and signed by the Guarantor.
A separate form will be issued to the successful Tenderer

Notes to Tenderer

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

CONTRACT NO. : BM 01/20/21

FOR

DESCRIPTION OF THE CONTRACT

"CONSTRUCTION OF SENWABARWANA BYPASS ROAD"

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 retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....

(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.

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

-
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 you and the Contractor.
 3. Our aggregate liability under this guarantee is limited to
(R.....) 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 you, 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 atfor and on behalf of

on this the day of in the year

GUARANTOR:

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....

.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

• EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. : Fax no
- Contact person :
- VAT registration no. :

2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....

3. Principal Business Activities :.....

4. Service/work to be performed on this contract:

5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

BLOUBERG MUNICIPALITY**CONTRACT No. BM 01/20/21****UPGRADING OF SENWABARWANA BY-PASS ROAD**

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7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

I,,
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this
business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

.....

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

BLOUBERG MUNICIPALITY
CONTRACT No. BM 01/20/21
UPGRADING OF SENWABARWANA BY-PASS ROAD

EXAMPLE

- FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 200X										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
									TOTALS	
									GRAND TOTALS	

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

EXAMPLE

- FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 200X				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

EXAMPLE

- FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 200X											
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING		
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE	
					MALE	FEMALE	MALE	FEMALE			
							TOTAL				
							TOTAL ALL TRAINEES				

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

EXAMPLE

- FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF						200X
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

D.311

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

- **CONTRACT DRAWINGS**