WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

CIDB-3CE or HIGHER
ENGINEERING SERVICES

MAINTANANCE OF NTLENZI TO BHUKUVENI ACCESS ROAD

CONTRACT No: WMM LM 000201

Bidder
. . . . .
Total of the prices inclusive of value added tax: R . . . . . .
BID CLOSES AT 12H00 AM ON FRIDAY 24 NOVEMBER 2026
Completed Documents with all Returnables are to be emailed to tenders.scm@winniemmlm.gov.za
NO LATE SUBMISSION WILL BE CONSIDERED

Issued by:
WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
51 WINNIE MADIKIZELA MANDELA STREET
BIZANA
4800

Municipal Manager: Mr. L. Mahlaka
Contact person : Mr.C.Ndzungu
Telephone : 039 251 0230 during office hours

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

ADVERT

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
Maintenance of Ntlenzi to Bhukuveni Access Road	WMM LM 000201	3 CE or Higher	24 November 2026

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.
Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)
Bids should score a minimum point of 70% in order to be considered for further evaluation.
The bids will be evaluated on the **80/20 or 90/10** preferential points system
Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD 6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the institution does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

Advert Date: 06 November 2026
Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened.
The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unauthorized alterations in BOQ/Quotation to the tender document shall render the submission invalid.

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr.C.Ndzungu,039 2510 230 email: ndzunguc@winniemmlm.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: khalaz@winniemmlm.gov.za during working hours

……
Mr. L. Mahlaka
Municipal Manager

Terms and Conditions

1. All bids must be submitted within a stipulated time with clear Tender Description
2. General Conditions of Contracts 2015 will be applied
3. Winnie Madikizela-Mandela Local Municipality reserves the right not to appoint the highest scoring bidder, the value for money will be the key determinant and supply chain management policy will apply
4. Winnie Madikizela-Mandela Local Municipality reserves a right not appoint a Lowest Bidder quoted Below CIDB average advertised
5. The Municipality reserves a right not to appoint any Bidder quoted below/ above required average CIDB grading, However the ultimate objective of the public procurement activity to achieve best value for money in order to maximize economy and efficiency of public spending will be achieved.
6. The municipality will apply one of the key operating principle that relate to a number of factors which include not only the price of the goods, works or services, but also the suitability and satisfactory quality of those (SO 1968, Section 13). Other influential factors may include total life cycle costs, maintenance/servicing costs, delivery/construction period, transportation or storage costs, as well as benefits of broader elements whether environmental, social and/or economic.
7. Tenderer must ensure that all submission of bids/ tenders by link are accessible with ease at any time. NB: link by which the bid is submitted must not expire and not require a municipal official to request for access. Failure to adhere to the above requirement will render your bid submission as invalid/ not submitted.
8. Approved Winnie Madikizela- Mandela local Municipality Supply Chain Management Policy will apply to all disputes that may arise during the tender process.
9. Functionality assessment, All submissions will be verified for authenticity of documents.

Sing by the Bidder _____ Date _____

To be signed by the Company Director Only

Letter of Consent

Business Name and Address

_____

_____

_____

_____

_____

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (**Name and Surname of Company Representative/s**) _____grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: …… Date: …….

Name and Surname (Witness) ……Signature: ……Date…….

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY					
BID NUMBER:	WMM LM 000200	CLOSING DATE:	24 November 2026	CLOSING TIME:	12H00
DESCRIPTION	MAINTANANCE OF NTLENZI TO BHUKUVENI ACCESS RAOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS

TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R300 000 inclusive of VAT				
OR				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN	☐ Yes ☐ No
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**		

EPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

Bids received after the published closing date will not be considered and will not be opened The bid will be evaluated in two stages namely:

PREFERENTIAL PROCUREMENT REGULATIONS, 2022 POINTS WILL BE AWARDED AS FOLLOWS: -

The bids will be evaluated in two stages, namely:

- Stage 1 – Functionality
- Stage 2 – Specific Goals

Evaluation for Functionality

Functionality will be evaluated as shown in the table below:

A MINIMUM OF 70 POINTS OUT OF 100 MUST BE SCORED FOR FUNCTIONALITY IN ORDER TO QUALIFY FOR THE SECOND STAGE OF THE EVALUATION PROCESS. ANY BID THAT FAILS TO MEET THE MINIMUM THRESHOLD FOR FUNCTIONALITY WILL BE DISQUALIFIED.

The functionality evaluation criterion is further explained below.

Experience of the company (Gravel Roads Maintenance): Appointment letters, Completion Certificates, and Reference Letters to be attached for each project to qualify for points. Reference letters should not be older than 3 months old .		**40**
6 and above-completed Projects, Completion Certificates and Reference Letters	40	
4 Completed Projects, Completion Certificates and Reference Letters	20	
2 Completed project, Completion Certificates and Reference Letters	10	
Expertise proposed project team		
Contracts Manager or Project Manager with at least an NQF Level 6 (National Diploma) Engineering (Attach CV and Certified Copies of Certificates) • 5 years' and above experience = 20 Points • 3-4 years' and above experience = 15 Points • 2-years' experience = 10 Points • 1-year experience = 5 Points • No experience = 0 Points	20	
• **Health and Safety Officer (Attach CV and Certified Copies of Certificate or Higher)** • 2 years' and above experience= 5 Points	5	
• **Site Foreman/Site Agent (Attach CV and Certified Copies of Qualifications). Site Agent / foreman at NQF level 5 "Man Labour-Intensive Construction Processes" or equivalent Quality Council for T and Occupations (QCTO) qualifications at NQF level 5** • 2 years' and above experience = 5 Points	5	
• **Methodology** • Provide a description of the methodology, work product, and schedule for completing each element of the scope of work ○ **Scope of work** = 5 Points ○ **Quality Management** = 5 Points ○ **Costing** = 5 Points ○ **Risk Management** = 5 Points	20	
Availability of key plant and equipment		
Contractor owns 7 (seven) of the required machinery or has a signed written agreement with the Plant Hire to supply all the machinery required for the execution of the contract. TLB, 3x Tipper-Trucks, Grader, Excavator, Smooth Roller and Pad Foot Roller, Water cart Low bed truck and the machinery/equipment is available for the project: **Please attach registration certificate (log book) or a signed lease agreement (by both parties: lessor and lessee) with the Plant Hire company and Proof of Purchase where applicable.**	30	
Total	**100**	

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):……...

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. ……

……..

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

[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.

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:

……..

……

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

……..

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**

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	**10**	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……
……
……

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 *audi alteram partem* 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 ☐	No ☐
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 ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES) ……..…

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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

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

provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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.

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

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

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... ***Yes / No**

   (***** = *delete whatever is not applicable*)

4. Details of resources I propose:

   (Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)

   (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

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

Winnie Madikizela-Mandela Local Municipality

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA
C2: PRICING DATA
C3: SCOPE OF WORK
C4: SITE INFORMATION

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CONTRACT

CI: AGREEMENTS AND CONTRACT DATA

CI.I FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No. WMM LM 000201

MAINTANANCE OF NTLENZI TO BHUKUVENI ACCESS ROAD

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the prices inclusive of Value Added Tax is:

……

……

……

……Rands

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: (of person authorised to sign the tender): .....

Name: (of signatory in capitals): .....

Capacity: (of Signatory): .....

Name of Tenderer: (organisation): .....

Address: .....

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

Witness:

Signature:.....

Name: (in capitals) .....

Date:.....

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

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data, including the Schedule of Quantities
Part 3 Scope of Work
Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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.

Signature: ……..……..
Name: (in capitals) ……..……
Capacity: ……
Name of Employer (organisation) .....
Address: .....

Witness:
Signature: ..... Name: .....
Date: .....

c. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1 . Subject: .....

Details: .....

2. **Subject: .....**

Details: .....

3. **Subject: .....**

Details: .....

4. **Subject: .....**

Details: .....

5. **Subject: .....**

Details: .....

6. **Subject: .....**

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 change 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.

FOR THE TENDERER:

Signature:.....

Name:.....

Capacity:.....

Tenderer: (Name and address of organisation) .

.....

Witness:

Signature:.....

Name:.....

Date:.....

FOR THE EMPLOYER

Signature:.....

Name: ……..

Capacity: ……

Employer: (Name and address of organisation: ……

Witness: ……...

Signature: ……...

Name ……..

Date: ……

Cl.2: CONTRACT DATA

Cl.2.1•. CONDITIONS OF CONTRACT

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Cl.2.1 CONDITIONS OF CONTRACT

Cl.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - Second Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

Cl.2.1.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

Cl .2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

SCC 1 .1 .4. reads "The Commencement date shall be the date of the Site Handover Meeting"

SCC 4.1 .1 Extent of Contractor's obligations

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

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

Cl.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1 .1 .14:	Name of Employer: Winnie Madikizela Mandela Local Municipality
Clause 1.2.2:	Address of Employer: Postal Address: 51 Winnie Madikizela Mandela street P. O. Box 12 Bizana 4800 E-Mails ndzunguc@winniemmlm.gov.za Telephone No: (039) 251 0230 Fax No: (039) 251 0917
Clause 1.6 & 38.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:
Clause 1 .6: Clauses 4.1 .1 and scc 4.1 .1	New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 7 1:	The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 15 January of the next year
Clause 10.1 '.	CONTRACTORS GENERAL OBLIGATIONS The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.

	The time to deliver the Guarantee is within 14 days of the Commencement Date. The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate. The Contractor shall commence executing the Works within 14 days of the Commencement Date.
Clause 12.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 35.1	Insurance to be effected by the Contractor.
Clause 35.1 .1.2.2:	The value of materials supplied by the Employer to be included in the insurance sum is Nil.
Clause 35.1.2:	Special Risks Insurance issued by SASRIA is required
Clause 35.1.3:	The limit of indemnity for liability insurance is R2 000 000 00 (two million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 37.2.2.3:	The percentage allowance to cover overhead charges is 10%.
Clause 42.1:	The Works shall be completed as set out in the Scope of Works: In X including special non-working days
Clause 43.1:	The penalty for failing to complete the whole of the Works is R5000.00 (five thousand rands only) of the total Contract Price per day, to a limit of 5% of the contract sum. Upon reaching this amount, the Employer is entitled to invoke termination.
Clause 46.2:	The value of the certificates issued shall be adjusted by the Contract Price Adjustment Schedule: Note: There will be no Contract Price Adjustment under this contract: The contract will be fixed no escalation will be added. Bidders should allow their escalation within their tendering rates as no price adjustments will be done for standard rates offered.
Clause 46.3:	Only price adjustments for variations in the cost of “special materials” are allowed. Special materials to be defined in the contract specifications.
Clause 49.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 49.3:	The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid following practical completion attainment on New roads and for Maintenance of existing Roads.
Clause 53.1:	The Defects Liability Period is 6 months from the date of the Certificate of Completion.
Clause 58.2:	Dispute Resolution shall be by Mediation.

CIO C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract-specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
Clause 1.1.8:	Name of the Contractor: …… ……
Clause 1 .2.2:	Address of the Contractor: physical: Postal: …… …… …… …… …… ……

FORM OF GUARANTEE

PRO FORMA

FORM OF GUARANTEE

Employer: (name and address) _____

_____

Contract No:_____

(Contract title) _____

WHEREAS _____

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

_____

(hereinafter called "the Contractor") on _____ . _____ _____
the day of 20 for the construction of (Contract Title)

_____

At _____

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

AND WHEREAS (hereinafter referred to as "the

_____

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before

the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

_____

(in words)

_____

R_____(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7 We hereby choose our address for the serving of all notices for all purposes arising here from as

_____

_____

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____day of _____20 _____

As witnessed

1 _____ Signature _____
Name in block letter

2 _____ Signature _____
Name in block letter

Duly authorized to sign on behalf of (Guarantor) _____

Address _____

_____

CI4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The Winnie Madikizela Mandela Local Municipality. (hereinafter called the EMPLOYER) of the one part, herein represented by:

---

in his capacity as:.....;

AND:..... .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

in his capacity as:.....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No.: WMM-LM 000201

MAINTENANCE OF ROADS FOR WINNIE MADIKIZELA MANDELA MUNICIPALITY

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1 . The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to: the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

SIGNATURE: .....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.....

2 .....

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

SIGNATURE:

.....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.....

2 .....

C2. PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at 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 Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications subclause 1201 (a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 45 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with subclause 1201(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause 1201(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

(a) an alternative item or material is contemplated;
(b) variations of specified components in the make-up of a pay item may be expected; and
(c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only/' items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments, referred to in Clause 52 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

mm	= millimetre	rn3-km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre		= litre	kPa	= kilopascal
km	= kilometre	l	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m2	= square metre	t	= tonne (1 000 kg)	t-km	= tonne-kilometre
m2-pass	= square metre-pass	No.	= number	hr	= hour
ha	= hectare		= percent	dia	= diameter
rn3	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

(a) Fixed obligations

(c) Time-related obligations exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

1 0. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

(a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.

(b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.

(c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work com ponentes of the item.

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

C2.2. SCHEDULE OF QUANTITIES

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRAC MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE OF QUANTITIES

NB:

SCHEDULE A: PRELIMINARY AND GENERAL **SECTION 1200**

ITEM NO		UNIT	QUANTITY	RATE	AMOUNT
	GENERAL REQUIREMENTS AND PROVISION				
12,01	Remuneration of the Project Liason Officer				
	(a) Project Liason Officer	Prov. Sum	2,00		
	(c) Local Project Steering Committee	Prov. Sum	2,00		
	(d) Contractor's handling costs in respect of sub item 12.01(a,b & c) above	%	0,00		
12,02	**Occupational Health and Safety including COVID 19 compliance**				
	(a) Preparation of Contractor's site specific Health and Safety Plan	Sum	1,00		
	(b) Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations and COVID 19 regulations	Sum	1,00		
	(c) Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations and COVID 19 regulations	Month	2,00		
	(d) Health and safety compliance officer	Month	2,00		
1200					**0,00**

CLIENT: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE A: PRELIMINARY AND GENERAL **SECTION 1300**

ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	**The Contractor's general obligations:**				
	(a) Fixed obligations	lump	1		
	(b) Value-related obligations	lump	1		
	(c) (i) Contractor's Time-related obligations	month	2		
1300	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE A: PRELIMINARY AND GENERAL **SECTION 1500**

ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	ACCOMMODATION OF TRAFFIC				
B15.01	Accommodation of traffic and maintaining deviations	km	4,6		
B15.03	**Temporary traffic-control facilities**				
	(a) Flagperson (LI)	man-day	52		
	(b) Portable STOP and GO-RY signs	no	2		
	(e) Road signs, R-and TR-series, 1200mm in diameter	no	3		
	(f) Road signs, TW-series, 1524mm sides	no	2		
	(h) Delinators TW401-and TW402 series, 1000mm x 250mm				
15,05	**Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:**				
	(a) Temporary deviations	m³	1 035		
15,05	**Watering of temporary deviations**	kl	1 288		
1500	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE A: PRELIMINARY AND GENERAL **SECTION 1600**

ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	OVERHAUL				
16,02	Overhaul on material hauled in excess of 1.0km (ordinary haul)	m³-km	5 520,0		
1600	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD
SCHEDULE B: ROAD WORKS **SECTION 1700**

ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	CLEARING AND GRUBBING				
17,01	Clearing and grubbing	ha	3,7		
	Dismantling and Reconstruction of existing fences				
	(i) reconstruction of existing fences affected by construction	m	450,0		
1700	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT:	WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY				
CONTRACT NAME:	**BHUKUVENI TO NTLENZI ACESS ROAD**				
SCHEDULE B: ROAD WORKS				**SECTION 1800**	
ITEM NO	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE**	**AMOUNT**
18,01	**Unskilled labour**	hr	90,00		R -
					R -
	Semi-skilled labour	hr	90,00		R -
					R -
	Skilled labour	hr	90,00		R -
					R -
	Ganger	hr	90,00		R -
					R -
	Flagman	hr	90,00		R -
					R -
	Foreman	hr	90,00		R -
					R -
18,02	**Plant**				R -
	Setting out for formwork	m²	200,00		R -
					R -
	Blinding aggregate for reinforced concret	m³	50,00		R -
					R -
	BRC mash for reinforcement rolls	no	8,00		R -
					R -
	30 mpa mass concrete	m³	190,00		R -
					R -
	Air compressor complete with drills jackhammers,etc				R -
					R -
	Truck as follows				R -
	5-10t	day	7,00		
	5.10-20t	day	7,00		
	concrete mixer:0.3m²	day	3,00		
	trench vibrating roller or pad 0.6mm width	day	3,00		
	excavator D324 excavation of materials,s	day	7,00		
	Roller. Compaction & skimming	day	7,00		
	watercurt 10000lt sprinker water	day	7,00		
	Grader 140G Ripping shaping processing	day	7,00		
1800					R -

CLIENT: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE B: ROAD CONSTRUCTION — **SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PREFABRICATED CULVERTS				
22.01	**Excavation:**				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m(LI)	m³	8,60		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	17,20		
	iii) Exceeding 3m and up to 5m	m³	17,20		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	10,75		
22.02	**Backfilling:**				
	(a) Using the excavated material (LI)	m³	5,38		
	(b) Using imported selected material (LI)	m³	5,38		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 2% cement*	m³	5,38		
22.03	**Precast Concrete culverts:** Cleaning of pipes				
	(b) On class B bedding:				
	(i) Type SC 100D-load pipes with ogee joints:				
	(i) 600mm dia	m	15,00		
	(iii) 900mm dia	m	0,00		
	15MPa blinding 50mm thick to underside of elements	m3	2		
2200	Carried forward				

SCHEDULE A : ROAD CONSTRUCTION — **SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22,17	**Inlet and outlet headwall structures**				
	(a) Construct culvert inlets complete as per drawings	No	2,00		
	b) Construct culvert outlets complete as per drawings	No	2		
2200	**TOTAL CARRIED TO SUMMARY**				

CLIENT:	WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY				
CONTRACT NAME:	MAINTENANCE OF BHUKUVENI TO INTLENZI ACCESS ROAD				
SCHEDULE B: ROAD WORKS					SECTION 3100
ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	FINISHING OFF BORROW AREAS HAUL ROADS				
31,03	Finishing off borrow arears in:				
	(a) Hard Material	ha			
	(b) Inermediate Material	ha	1		
	(c) Soft Material	ha	1		
3100	TOTAL CARRIED TO SUMMARY				0,00

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ROAD

SCHEDULE B: ROAD WORKS **SECTION 3300**

ITEM NO	DESCRIPTION	UNIT	BILL QUANTITY	RATE	TENDER AMOUNT
	MASS EARTHWORKS				
	BORROW MATERIALS				
33,01	**Cut and borrow to fill including all haul**				
	(a) Material in compacted layer thicknesses of 200 mm and less:				
	(i) Insitu Compacted to 90% of modified AASHTO density	m³	3554		
33,03	**Extra over items 33.01 and for excavation and breaking down material in:**				
	(a) Intermediate excavation	m³	888		
	(b) Hard Excavation	m³	444		
	(c) Boulder excavatiom - class A	m³	222		
33,04	**Cut to spoil, including free-haul up to 0.5 km. Material obtained from:**				
	(a) Soft Excavation	m³			
	(b) Intermediate excavation	m³	0		
	(c) Hard Excavation	m³	0		
33.10	**Roadbed preparation and the compaction of material:**				
	(a) Compaction to 90% of modified AASHTO density	m³	4830		
3300	Carried forward				**0,00**

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE B: ROAD WORKS **SECTION 3400**

ITEM NO	DESCRIPTION	UNIT	BILLED QTY	RATE	TENDER AMOUNT
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	**Pavement layers constructed from gravel obtained from approved borrowpit or commercially as described, including unlimited free-haul:**				
	(a) Selected layer G7 compacted to 93% MAASHTO in layers of 150mm	m³	3450		
34,02	**Extra over items 34.01 and for excavation and breaking down material in:**				
	(a) Intermediate excavation	m³	862,5		
3400	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD

SCHEDULE B: ROAD WORKS **SECTION 5600**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	**ROAD SIGNS**				
56,01	Road Sign boards with painted or coloured semi matt background, symbols,lettering and boaders in semi-matt or in class1 retro reflective material, where the sign board is contructed from.				
	© Prepainted galvanised steel plate (Chromadek or approved equivalent)				
	(i) Area not exceeding 2m2	m^2	4,00		-
					-
56,03	Road sign supports (overhead road sign structures excluded)				-
					-
					-
	(b) 150mm diameter treated timber post for mounting signs	m	7,00		-
					-
56,05	Excavation and backfilling for road sign supports	m^3	3,50		-
					-
	Concrete foundatiom for signs				-
	15MPa mass concrete	m3	2,00		-
					-
5600	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO INTLENZI ACCESS ROAD

SCHEDULE B: ROAD WORKS SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	**Finishing the road and road reserve:**				
	(b) Single-carriageway road	m	4600		
5900	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONTRACT NAME: MAINTENANCE OF BHUKUVENI TO NTLENZI ACCES ROAD

SCHEDULE B: ROAD WORKS — SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	TESTING MATERIALS AND WORKMANSHIP				
B81.04	**Additional tests required by the Engineer**				
	(a) Prime Cost Sum for additional tests required by Engineer	Prov Sum	2,00		
	(b) Contractor's handling costs, profit and all other charges in respect of subitems B81.02(a)	%	0,00		
8100	**TOTAL CARRIED TO SUMMARY**				**0,00**

CLIENT:	**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**			
CONTRACT NAME:	**MAINTENANCE OF BHUKUVENI TO NTLENZI ACCESS ROAD**			
SUMMARY OF SCHEDULE OF QUANTITIES AND CALCULATION OF TENDER SUM				
SCHEDULE A: PRELIMINARY AND GENERAL				**TENDER**
SECTION 1200	GENERAL REQUIREMENTS AND PROVISION	R		0,00
SECTION 1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R		0,00
SECTION 1500	ACCOMMODATION OF TRAFFIC	R		0,00
SECTION 1600	OVERHAUL	R		0,00
SECTION 1700	CLEARING AND GRUBBING	R		0,00
SECTION 1800	DAYWORKS	R		0,00
SECTION 2200	PREFABRICATED CULVERTS	R		0,00
SECTION 3100	FINISHING OFF BORROW AREAS HAUL ROADS	R		0,00
SECTION 3300	MASS EARTHWORKS	R		0,00
SECTION 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R		0,00
SECTION 5600	ROAD SIGNS	R		0,00
SECTION 5900	FINISHING THE ROAD AND ROAD RESERVE	R		0,00
SECTION 8100	TESTING MATERIALS AND WORKMANSHIP			0,00
Sub Total -A		**R**		0,00
Add 15% VAT		R		0,00
Total Construction Amount		**R**		**0,00**

C3. SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

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

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

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

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's Objectives

This project forms part of 2026/2027 Financial Year Project of the Winnie Madikizela-Mandela Local Municipality Infrastructure programme. This will be Maintenance of Ntlenzi to BhukuveniAccess Road

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-intensive methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme (EPWP) Guidelines. The requirements of the Expanded Public Works Programme (EPWP) are contained in the Particular Specifications. These EPWP requirements also include provisions for the National Youth Service programme where applicable.

1.2. Location of the Works

The project is located as shown on the locality plan bound into this document in section C.4.1 of the site information.

The project is located in Winnie Madikizela Mandela Local Municipality 26 wards which will be identified by the Municipality. Winnie Madikizela Mandela local municipality which is situated in Alfred Nzo District Municipality.

1.3 Overview of the Works

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

This contract involves the construction and Maintenance of Winnie Madikizela Mandela Local Municipality Roads which will be identified by the Municipality and List will be provided to the appointed Service Provider.

1.4 Extent of the Works

The scope of the works will include but not limited to the following:

(a) Contractor's establishment on site: The establishment of the contract's organisation, camp and constructional plant on site and their removal on completion of the contract.

(b) Accommodation of traffic: traffic control and accommodation of traffic including the erection, removal and reuse of temporary road signs and where necessary, the construction and maintenance of deviations.

(c) The Clearing and Grubbing or Rip, Shaping and Recompact

(d) The Road Bed Preparation

(e) Installation of Stormwater drainage infrastructure.

(f) Pavement layer works to 150mm or 300mm thickness

(g) Cleaning of Existing stormwater drainages pipes

(h) Construction of Headwall

(i) Installation of erosion protection measures: Gabion Baskets, Reno-Mattresses, Concrete Dish drains, Stone pitching

(j) Installation of Road signs

(k) Continuous quality control over materials and works, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities;

(l) Ensure the proper implementation of environmental authorization approval conditions

(m) Rehabilitation of the borrow pit(s) and quarries as per the environmental requirements and Environmental Compliance Officer advise.

1.5 Detailed Description of the Works

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

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of ail areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the road reserve along the extent of the works, borrow pits and quarry sites, stockpile areas, locations set aside for construction and supervision accommodation and any other location required for the execution of the Works.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

1.5.1 Access to the Site

The Access to the site will be shown to the service provider

1.5.3 Gravel Road Constructio

The design pavement structure is as follows:

Layer	Description	Treatment	Construction Density	TRH 14 Code	Thickness mm
Base course	Natural Gravel		MAASHTO		150
Sub-base	Natural Gravel		MAASHTO		150
Total	300				

1.5.4 Existing services

Overhead powerlines installed in the Winnie Madikizela Mandela Local Municipality village have been identified as the major service in the vicinity of the site, underground water pipelines can be expected as well The relevant service provider is to be notified immediately if any service requires relocation.

1.5.5 Engineer's campsite

No provision has been made for an Engineers campsite

1.5.6 Climate

Winnie Madikizela Mandela Local Municipality Village has a fair climate and the temperatures ranges between 10 and 35 degrees in summer. In winter temperatures are very cold. There is less rain in winter. Most areas are very dry.

1.5.7 Environment

The Contractor's attention is called to clause B1233 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.8 Community Liaison Officer (CLO)

The ward councillors in whose wards work is to be done will collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor at the Site Handover Meeting. The Contractor will be required to enter into a written agreement with the CLO that specifies:

- Designation; • The wage rate; • Hours of work;
- Duration of appointment;
- The CLO's responsibility should include the following:
    1. Attend monthly site meetings;
    2. Assisting in all respects relating to the recruitment of local labour;
    3. Acting as a source of information for the community and councillors on any issue related to the contract;
    4. Keep the Contractor informed on community issues that may affect the contract;
    5. Set up meetings and mediate if any labour dispute arises;
    6. Keep a written record of all labour related issues
    7. Any other duties the Contractor may request the CLO to undertake, only with prior consultation;

The Contractor shall have the right to determine the number of labourers required at any given time, which will vary throughout the duration of the contract.

The rate for the CLO is R3500 per month

The allowance for the seating of progress meetings for the Project Steering Committee (PSC) is R300 per meeting per month

1.5.9 Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through Community Liaison Officer (CLO) within the WINNIE MADIKIZELA MANDELA Municipal area. The CLO shall assist the Contractor with the recruitment of local labourers to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

The minimum labour rate is R20/hour and R180/day for 9hours in accordance with the Municipal Infrastructure — An Industry Guide to Infrastructure Service Delivery Levels and Unit Costs by Co-operative Governance & Traditional Affairs.

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

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

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

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

1.5.8 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

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

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

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

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

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

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities; ▪ Clearing and maintenance of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities. ▪ Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;

- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layer works materials to the extent scheduled;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;

Dismantling I erection of fences;

- Excavation and subsequent backfilling for guardrail;

Dismantling / erection of guardrail;
Excavation and subsequent backfilling for road signs;

- Dismantling I erection of road signs;

Spreading of topsoil;

- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and ■ Cleaning and tidying up of the Site.

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

1.6 Testing of materials

The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.

The Contractor is to ensure all the required process control test results are forwarded to the Engineer for approval.

1.7 Power supply and other services

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

1.8 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and the CLO associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause Bl 233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

Security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and

partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item 13.01 (c) (The contractor's general obligations: Time-related obligations).

1.9 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

1.10 Construction programme

The construction programme is to be submitted to the Engineer for approval within 7 days of the Site Handover meeting.

The construction programme must show the following information:

- Baseline dates (start date/finish date/duration of all activities);
- Non-working days (Sundays/public holidays/contractor long weekends);
- Critical path;

2. PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the COLTO Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

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

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

SECTION 1100: DEFINITIONS AND TERMS

Bli15 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works New edition 2015 published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table Bl 115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works New edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works New edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the Contractor in consultation with the Employer for this purpose."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control (Scheme 1)."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The contractor shall comply with all legal provisions in regard to surveying and setting out work."

B1201 PAYMENT

(a) Contract rates

Add the following new paragraph at the end of subclause B1201(a):

"All rates tendered are to be exclusive of VAT."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

1. EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

A12.1 Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rain (mm)	108	112	122	57	53	25	36	40	67	95	113	93
Rainy Days	14.6	12.7	12.8	8.4	6.1	4.0	4.5	6.4	9.9	13.5	14.9	13.7
Max °C	29.5	28.9	29.3	29.3	27.8	28.5	28.7	28.0	26.3	26.5	28.0	34.8
Min °C												

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

A12.2 The rainfall records at the nearest rainfall station within Xhorha shall be used and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V shall be calculated for each month and year of the period concerned. The values of V shall be obtained by applying the rainfall and using the actual rainfall figures and the calculated values of Rn and Nn.

A12.3 The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

A12.4 The Contractor's claims in terms of Conditions of Contract. The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

A12.5 The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause A12.1 above; provided always that

a. rainfall occurring within the period of the Contractor's December shut-down period (referred to in Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

(b) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;

(c) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

(d) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

A12.6 The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

A12.7 Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 30 of the Conditions of Contract.

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table BI 215 below for each respective calendar month of any year:

Table B1215

Monthly average precipitation in Bizana, Eastern Cape, South Africa

Bizana usually has the most precipitation in January, February and December, with an average of 20 rainy days and 160 mm (6.3 inches) of precipitation per month. The driest months in Bizana are May, June and July. On average, 24 mm (0.9 inches) of precipitation falls during these months.

Monthly average precipitation and precipitation days in Bizana, Eastern Cape, South Africa. Generated using Copernicus Climate Change Service information. Data for period from January 2017 to January 2022.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average precipitation mm (inches)	141 (5.6)	177 (7.0)	128 (5.1)	109 (4.3)	39 (1.5)	23 (0.9)	8 (0.3)	43 (1.7)	52 (2.1)	103 (4.1)	134 (5.3)	163 (6.4)
Average precipitation days (≥ 1 mm)	17	20	17	13	5	3	2	9	10	13	19	23

*** Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and

V=(Nw-Nn)+((Rw-Rn)/x)

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month on which a rainfall of 10mm or more has been recorded

Nn = Average number of days for the calendar month on which a rainfall of 10mm or more has been recorded, as derived from existing rainfall records

Rw = Actual total rainfall in mm for the calendar month under consideration

Rn = Average rainfall for the calendar month as derived from existing rainfall records

the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer."

B1219 WATER

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

(a) The Contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

B1230 COMMUNITY LIAISON

(a) Project Liaison Committee

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

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

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

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

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

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

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

(b) Community Liaison Officer (CLO)

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

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

The CLO shall:

(i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;

(ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;

(iii) communicate daily with the contractor on labour related issues such as numbers and skill;

(iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;

(v) inform local labour of their conditions of employment, including their period of employment;

(vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;

(vii) attend all meetings at which the community and/or local labour are present or are required to be represented;

(viii) attend monthly site meetings to report on community and local labour matters;

(ix) keep a daily written record of interviews and community liaison;

(x) submit monthly returns regarding community liaison; and

(xi) carry out all such other duties as agreed upon between all parties concerned.

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

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

81233 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

(a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

(b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Engineer and the local communities.

(c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.

(d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.

(e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.

Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.

(g) Provision shall be made to prevent excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Engineer. (h) Invader species of plants shall be controlled.

(i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item 13.01 (c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1234 MEASUREMENT AND PAYMENT

Item		Unit
B12.02	Relocation and modifications of services	
(a)	Provisional sum for existing services to be relocated and / or protected during construction	provisional sum
(b)	Handling cost and profit in respect of sub-item B12.02(a) above	percentage (%)

Expenditure under this item shall be made in accordance with clause 45 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the relocation and / or protection of the relevant services, and is not to exceed 10% of item B12.02(a)

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

B1302 GENERAL REQUIREMENTS

(c) Legal and contractual requirements and responsibility to the public

Add the following paragraph to the end of sub-clause 1302(c):

"The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work and ABEs, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification and Part E: OHSA 1993 Safety Specification contained in section C3.3 Particular Specifications."

The Requirements of the Expanded Public Works Programme (EPWP) contains requirements for employment and training in terms of the National Youth Service (NYS) programme, where applicable various pay items related to these requirements are included. However, to the extent that any costs relating to the requirements are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300.

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO general conditions of contract shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's general obligations with regard to Health and Safety.

Refer to the second sentence of the fourth last paragraph of Clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the contractor has received the letter of acceptance in terms of Clause 12 of the General Conditions of Contract" and replace these words with the following:

"from the Commencement Date in terms of Clause 10.1 of the General Conditions of Contract (2015),"

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related obligations arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of clause 45.2 of the General Conditions of Contract 2015, shall be calculated as follows:

(i) The Contractor shall apply for the extension of time in terms of the number of working days delay incurred.

(ii) The number of working days extension of time finally granted shall then be added to the contract by the Employer, commencing on the first working day after the day of the original completion date. Special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.

(iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

=[(No. of calendar days extension of time granted / 365)] x 12

(iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations under item 1 3.01 (c) as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Add the following new pay items at the end of clause 1303: Item Unit

B13.02 Community Liaison officer (CLO)

(a) Provisional sum for the services of a locally employed person to perform the duties of a CLO, paid on a monthly basis provisional sum

(b) Handling cost and profit in respect of sub-item Bl 3.02(a) above percentage (%)

Expenditure under this item shall be made in accordance with clause 45 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem Bl 3.02(a), and shall include full compensation for the handling costs for administration and profit, and is not to exceed 10% of item B13.02(a)

Item **Unit**

B13.03 On Site Non - Accredited Training

Handling cost and profit in respect of sub-item Bl 3.03(a) above percentage (%)

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B13.03(a), and shall include full compensation for the handling costs for administration and profit, and is not to exceed 10% of item B13.03(a).

Item **Unit**

B13.04 Construction Boards

(a) Contract signboards are to be erected at each site. P C Sum

The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

(b) Handling cost and profit in respect of sub-item Bl 3.04(a) above percentage (%)

Expenditure under this item shall be made in accordance with clause 52 of the General Conditions of Contract 2011