

NALA LOCAL MUNICIPALITY



BID No: NLM/TS/001/2026-27

PROJECT DOCUMENT

FOR

**WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED
ROADS AND STORMWATER IN EXT 12&13.**

A tender for Category 6CE or higher CIDB Registered Contractors

Tender closing date: 19 October 2026

Closing Time: 12h00

NAME OF TENDERER:

TENDERED AMOUNT:

AMOUNT IN WORDS :

.....

TIME OF COMPLETION: (weeks)



EXPANDED PUBLIC WORKS PROGRAMME

ISSUED BY:

Nala Local Municipality
8 Preller Street
Bothaville
9660

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NALA LOCAL MUNICIPALITY)					
BID NUMBER:	NLM/TS/001/2026-27	CLOSING DATE:	19 October 2026	CLOSING TIME:	12h00
DESCRIPTION	WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
8 Preller Street					
Bothaville					
9660					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr S Mokhobo	
CONTACT PERSON	Mr. M Malete		TELEPHONE NUMBER	056 514 9200	
TELEPHONE NUMBER	056 514 9200		FACSIMILE NUMBER	056 515 3922	
FACSIMILE NUMBER			E-MAIL ADDRESS	smokhobo@nala.org.za	
E-MAIL ADDRESS	mmalete@nala.org.za				

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: *General Conditions of Contract for Construction Works*, Third Edition, 2015, issued by South African Institution of Civil Engineering (SAICE), which the Tenderer shall purchase himself.
- 2: The SANS *Standardized Specification for Civil Engineering Construction*, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The COTO Standard Specifications for Road and Bridge Works 1998, issued by the Committee of Land Transport Officials, which the tenderer shall purchase himself.
- 4: The Project Document, containing the Tender Notice, Returnable Schedules, General Conditions of Contract, Contract Data, Project Specifications, Pricing Instructions, Bills of Quantity, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.
- 5: Book of Tender Drawings (Issued Separately).

1, 2 and 3 are available from the following organisations (as applicable):

- CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, Email: general@cesa.co.za
- SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, Email: civilinfo@saice.org.za
- SAFCEC
- South African Bureau of Standards

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

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T2.1	List of Returnable Documents	T2.2	Yellow
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PART C1:	AGREEMENTS AND CONTRACT DATA	C1.2	Yellow
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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C4.1	Site Information.....	C4.1	Green
PART C5:	APPENDICES.....	C5.1	White
APPENDIX A: Occupational Health and Safety Specifications		(15 pages)	White
APPENDIX B: Socio Economic Requirements.....		(8 pages)	White

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER
IN EXT 12&13

THE TENDER

PART T1 TENDERING PROCEDURES..... T1.1

PART T2 RETURNABLE DOCUMENTS T2.1

Annex F: Standard Conditions of Tender (as published in Government Gazette No 38960 of
10 July 2015)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER
IN EXT 12&13

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.2

T1.2 TENDER DATA T1.3

Annex F: Standard Conditions of Tender (as published in Government Gazette No 38960 of
10 July 2015) bound directly after Tender Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO; NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Suitable qualified service providers are hereby invited to submit tenders for the following

Bid No.	Bid Description	CIDB Grading	Compulsory Site Briefing & Site Visit	Document Price	Evaluation Criteria	Contact Person	Closing Date and Time
NLM/TS/001/2026-27	WESSELBRON/MONYAKE NG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.	6CE or higher	Date: Time: Monday 28 September 2026 Time: 10h00 Wesselsbron Library	R1500.00 or can be downloaded from E-Tender at no cost	80/20 preferential system. 80 = price 20 = specific goals. Functionality and specific goals details in a tender document	Technical Enquiries: smokhobo@nala.org.za psmodisadife@gmail.com Supply Chain Enquiries: mmalete@nala.org.za	19 October 2026 12h00 Address: Nala Municipality 08 Preller Street Bothaville 9660

Documents will be available from **18 September 2026** between **08:00 till 16h00**, upon receipt of payment of **R1500.00 non- refundable document fee at the cashier, 8 Preller street, Bothaville, Tel (056) 514 9200 or can be downloaded from E-Tender at no cost**. Bids to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **Bid number and description, and placed in tender box at Nala Local Municipality,8 Preller street, Bothaville,9660 on or before above stipulated closing date** .Bids will be opened immediately thereafter in public in the boardroom at the above mentioned address. **All bids shall hold good for 90 days as from the closing date of the bid.**

Bids which are not received or deposited in the specified tender box before 12:00 on the closing date of the bid mentioned hereinbefore, will be **marked as late bids and such bids shall not be considered by Nala Local Municipality as valid bids.**

NB: Please take note that a Valid Tax Compliance Status Pin (or in the case of Joint Venture, all Document of the partners in the Joint Venture must be submitted with the bid documents). It is the responsibility of service providers to ensure that their tax status remain compliant all the time. Bid documents completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by Nala Local Municipality. Lowest or any bid will not necessarily be accepted, and Municipality reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as to accept a bid in whole or part.

Enquiries relating to compliance and bid Documents, should be directed to Mr. M Malete (Manager: Supply Chain & Assets) Email: mmalete@nala.org.za.

Mr. SJ LEHLOENYA
MUNICIPAL MANAGER

Mr. HA Goliath
Exco-Lead (S139)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached directly after this section.

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

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

C.1.1 The Employer is: Nala Local Municipality

Postal Address
Private Bag X15
Bothaville
9660

Physical Address
8 Preller Street
Bothaville
9660

C.1.2 The Tender Documents issued by the Employer comprise:

THE TENDER

Part T1 Tendering procedures

T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data

Part T2 Returnable documents

T2.1 List of returnable documents
T2.2 Returnable schedules

THE CONTRACT

Part C1 Agreements and Contract Data

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Performance Guarantee
C1.4 Agreement in terms of Occupational Health and Safety Act, 1993

Part C2 Pricing Data

C2.1 Pricing Instructions
C2.2 Bill of Quantities

Part C3 Scope of Work

C3 Scope of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C4 Site Information

C4 Site Information

Part C5 Appendices

C5 Appendices

C.1.4 The Employer's agent is:

Name: Boffin and Fundi (Pty)Ltd
 Address:

 Contact person: Samukelo Madlala
 Cell: 073 612 9853
 Address: ,4376 K6 Lekgwaba Street
 Kutloanong,
 Odendaalsrus
 9480
 Email: samukelo@bofn.co.za

Add the following:

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (F.3.2) or a Clarification of a Tender Offer (F.3.10) will be considered as amending the Tender Documents.

Add the following after F2.1.2:

C.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **6CE** or Higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (1) A complete and dually signed Joint Venture agreement accompanies the Tender Document;
- (2) every member of the joint venture is registered with the CIDB;
- (3) the lead partner has a contractor grading designation in the **6CE** or higher class of construction work; and
- (4) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.7 The arrangements for a compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender:

*Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

C.2.12 No alternative offer will be accepted.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

C.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: **Nala Local Municipal Offices**

Physical address: **8 Preller Street, Bothaville, 9660**

Identification details: Tender number: NLM/TS/001/2026-27
Title of Tender: WESSELSBRON/MONYAKENG: CONSTRUCTION OF
1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C.2.13 A two-envelope procedure will **not** be followed.

C.2.13.9 Telephonic, facsimile or emailed tender offers will **not** be accepted.

C.2.16 The tender offer validity period is ninety (**90**) days.

C.2.20 The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document.

C.2.22 Return all retained Tender Documents within 28 days after the expiry of the validity period.

C.2.23 Add the following:

The Tenderer is required to submit the following with his tender

Please Note: All Parties in a Joint Venture are Required to Submit the Required Documents Certified copies of previously certified documents will be regarded as invalid.

- (1) Letter of Good Standing (COIDA)
- (2) Authority of Signatory
- (3) Valid Tax Clearance Certificate/Tax compliance status pin
- (4) Proof of Registration with Central Supplier Database CSD (CSD Registration Summary Report)
- (5) Certified copy of Certificate of Incorporation (if tenderer is a Company)
- (6) Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- (7) Certified copy of Partnership Agreement (if tenderer is a Partnership)
- (8) Certified copy of Identity Document (if tenderer is a One-man concern)
- (9) Joint venture agreement (if the tenderer is a joint venture)
- (10) Contractor Registration Certificate issued by the CIDB of 6CE or higher
- (11) Copy of recent municipal rates and taxes accounts for both director(s) and company or lease agreement in case of rentals.
- (12) Certified ID Copies of all Directors
- (13) Construction Schedule (Preliminary Programme)
- (14) Audited Annual Financial Statements for past 3 years

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1. 12

C3.1.8 The number of copies of the signed contract to be provided by the employer is one (1)

C.3.4 The time and location for opening of the tender offers are:

Time **12h00 on 19 October 2026**

Location: **Nala Local Municipality offices, 8 Preller Street, Bothaville, 9660**

C.3.11.1 The tender evaluation method for the evaluation of all responsive tender offers will be Method 2: Functionality, Price and preference in accordance with C.3.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.11.2 Scoring Quality

Quality shall be scored in accordance with the specified criteria. Only Bidders with a minimum score of **60/100** will proceed to the financial scoring.

The system for earning functionality points (including Categories, Criteria and the points to be awarded for specific achievements) is described below.

CATEGORY OF FUNCTIONALITY	MAXIMUM SCORE
a) Bidders' Work Experience	40
b) Project Personnel	30
c) Available Equipment	30
TOTAL POINTS (N_Q)	100

Evaluation criteria	Max Points	Points Distribution	Typical PoE
Bidders Work Experience (Form A2 must be clearly and fully completed)	40	Company projects experience of a similar nature, including Earthworks, Construction of paved road, Road markings, and stormwater. <R1 million – 0 points - R5m – R10m – 15 Points - R10m – R15m – 25 Points - R15M and above – 40 Points	Provide these two: 1. Appointment letter with completion certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Evaluation criteria	Max Points	Points Distribution	Typical PoE
Project Personnel (Form A3 must be clearly and fully completed)	30	Information included in and appended to Returnable Schedule: Allocated personnel to this project Contracts Manager [B-degree (min). To spend a minimum of 30% on site] 10 points: CE project experience of 5 years or more 6 points: CE project experience of 2 – 4.9 years 2 points: CE project experience of less than 2 years AND Site Agent Qualification (LIC NFQ 5) NFQ 5/ ND-Civil or Construction Management [N. Dip (min). To spend a minimum of 100% on site] Experience Level: 10 points: CE project experience of 5 years or more 6 points: CE project experience of 2 – 4.9 years 2 points: CE project experience of less than 2 years Similar projects shall be either roadworks-related projects, limited to construction, upgrading, and rehabilitation projects AND Construction Supervisor/Foreman – (LIC NFQ 4) Experience Level: Allocation of points only to the one person proposed as the Supervisor/Foreman Information included in the CV is based on the cumulative durations for similar projects (project start and end dates). Similar projects shall be either roadworks-related projects limited to construction, upgrading, and rehabilitation projects. 10 points: CE project experience of 5 years or more 6 points: CE project experience of 2 – 4.9 years 2 points: CE project experience of less than 2 years	Provide for each: 1. CV 2. Certified qualifications 3. Form A3 must be clearly and fully completed
Available Equipment (Form A4 must be clearly and fully completed)	30	Grader: 10 points if owned by bidder, 5 points if leased TLB (Tractor Loader Backhoe) or Excavator: 10 points if owned by bidder, 5 points if leased Tipper truck: 10 points if owned by bidder, 5 points if leased Water bowser (8kl or larger): 5 points if owned by bidder, 2.5 points if leased 10-ton roller: 5 points if owned by bidder, 2.5 points if leased None: 0 points	Proof of ownership by the bidder OR A letter of lease commitment (indicating project details) and Lessor's proof of equipment ownership.
Total Points	100	Minimum points to attain	(60%)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.13 Tender offers will only be accepted if:

- (1) Letter of Good Standing (COIDA)
- (2) Authority of Signatory
- (3) Valid Tax Clearance Certificate/Tax compliance status pin
- (4) Proof of Registration with Central Supplier Database CSD (CSD Registration Summary Report)
- (5) Certified copy of Certificate of Incorporation (if tenderer is a Company)
- (6) Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- (7) Certified copy of Partnership Agreement (if tenderer is a Partnership)
- (8) Certified copy of Identity Document (if tenderer is a One-man concern)
- (9) Joint venture agreement (if the tenderer is a joint venture)
- (10) Contractor Registration Certificate issued by the CIDB of 6CE or higher
- (11) Copy of recent municipal rates and taxes accounts for both director(s) and company or lease agreement in case of rentals.
- (12) Certified ID Copies of all Directors
- (13) Construction Schedule (Preliminary Programme)
- (14) Audited Annual Financial Statements for past 3 years
- (15) The Tenderer did not tamper, dismantle or remove any documents from the tender document.
- (16) The Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part T2.2 of this procurement document
- (17) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2015, as a person prohibited from doing business with the public sector;

(a) the Tenderer has not:

- (i) abused the Employer's Supply Chain Management System; or
- (ii) failed to perform on any previous contract and has been given a written notice to this effect;

C.3.17 The number of paper copies of the signed Contract to be provided by the Employer is one.

The additional Conditions of Tender are:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annex C

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

C.1.6 Procurement procedures

C.1.6.1 General

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.2 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings.
Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.1.3. Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

C.2.2 Tender Qualification: Labour Intensive Contracts

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

- a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 01:20 for effective supervision of Labour-intensive works for all LI activities.

C.2.3 Cost of tendering

C.2.3.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.3.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.4 Check documents

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

C.2.5 Confidentiality and copyright of documents

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

C.2.6 Reference documents

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.7 Acknowledge addenda

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

C.2.8 Clarification meeting

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

C.2.9 Seek clarification

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

C.2.10 Insurance

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

C.2.11 Pricing the tender offer

C.2.11.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, ta (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C2.11.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.11.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.11.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.12 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.13 Alternative tender offers

C.2.13.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.13.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.13.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.14 Submitting a tender offer

C.2.14.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.14.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.14.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.14.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.14.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.14.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.14.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.14.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.14.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.15 Information and data to be completed in all respects

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

C.2.16 Closing time

C.2.16.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.16.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.17 Tender offer validity

C.2.17.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.17.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.17.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

C.2.17.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.18 Clarification of tender offer after submission

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

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

C.2.19 Provide other material

C.2.19.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.19.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.20 Inspections, tests and analysis

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

C.2.21 Submit securities, bonds and policies

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

C.2.22 Check final draft

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

C.2.23 Return of other tender documents

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

C.2.24 Certificates

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

confirm the tender offer as tendered or accept the corrected total of prices

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

KGOTSONG: REFURBISHMENT OF 5KM TARRED ROAD BY REPLACING TAR SURFACE WITH INTERLOCKING PAVING BRICKS AND REFURBISHMENT OF STORMWATER INLETS

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS..... T2.2

T2.2 RETURNABLE SCHEDULES T2.3

Contractor

Witness 1

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Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

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KGOTSONG: REFURBISHMENT OF 5KM TARRED ROAD BY REPLACING TAR SURFACE WITH INTERLOCKING PAVING BRICKS AND REFURBISHMENT OF STORMWATER INLETS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- 4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
- 5 C1.1 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 6 C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 7 C2.2 BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

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FOR

KGOTSONG: REFURBISHMENT OF 5KM TARRED ROAD BY REPLACING TAR SURFACE WITH INTERLOCKING PAVING BRICKS AND REFURBISHMENT OF STORMWATER INLETS

T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Form A1:	Authority for Signatory	T2.5
Form A2:	Schedule of Work carried out by Tenderer	T2.7
Form A3:	Proposed Key Personnel	T2.8
Form A4:	Schedule of Constructional Plant.....	T2.9
Form A5:	Schedule of Proposed Subcontractors	T2.10
Form A6:	Financial References	T2.13
Form A7:	Schedule of Current Commitments.....	T2.14
Form A8:	Estimated Monthly Expenditure	T2.15
Form A9:	Proposed Amendments and Qualifications by Tenderer	T2.16
Form A10:	Certificate of Insurance Cover	T2.17
Form A11:	Preliminary Construction Programme.....	T2.18
Form A12:	Returnable Document Checklist	T2.19

T2.2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form B1:	Certificate of Tenderer's Attendance at the Site/Clarification Meeting	T2.20
Form B2:	Proof of Registration with Construction Industry Development Board	T2.21
Form B3:	Form Concerning Fulfilment of the Construction Regulations, 2014.....	T2.22
Form B4:	Record of Addenda to Tender Documents	T2.24
Form B5:	Letter of Intent to provide a Performance Guarantee	T2.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2. 4

T2.2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

Form C1:	Declaration that Information on Central Supplier Database Is Correct and up to date	T2.26
Form C2:	Compulsory Enterprise Questionnaire.....	T2.27
Form C3:	Preferencing Schedules: Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022 (MBD 6.1	T2.30
Form C4:	Declaration of Interest (MBD 4).....	T2.34
Form C5:	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)	T2.38
Form C6:	Certificate of Independent Bid Determination (MBD 9)	T2.40
Form C7:	Contract form - purchase of goods/works (MBD 7.1)	T2.50
Form C8:	Contract form – rendering of services (MBD 7.2)	T2.52
Form C9:	Contract form – tender for income-generating contracts (MBD 7.3)	2.54
Form C10:	Declaration of Bidder's Past Supply Chain Management..... Practices (MBD 8)	T2.57
Form C11:	Certificate of Independent Bid Determination (MBD 9)	T2.59
Form C12:	Protection of Personal Information.....	T2.63

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A1 AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/ JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on20...., Mr. / Ms has been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as,.....

Hereby authorize to sign this bid as well s any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

..... Signature	 Signature	 Signature
--------------------	--------------------	--------------------

..... Date	 Date	 Date
---------------	---------------	---------------

C. ONE-PERSON BUSINESS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

.....
Signature

.....
date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the20 at
.....Mr. / Mswhose signature appear below, has been
duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS / HER CAPACITY AS.....

DATE:

SIGNATURE OF SIGNATORY.....

WITNESSES: 1.

2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E. JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead Partner: CIDB Registration		Signature: Name: Designation:
Firm 1: CIDB Registration		Signature: Name: Designation:
Firm 2: CIDB Registration		Signature: Name: Designation:
Firm 3: CIDB Registration		Signature: Name: Designation:
Firm 3: CIDB Registration		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last five civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, tel no)	CONSULTING ENGINEER (Name, tel no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESIGNATION	NAME AND NATIONALITY OF: (iii) NOMINEE (iv) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>SITE OFFICE</u>		
Contracts Manager		
Site Engineer/Agent		
Site Supervisor		
Construction Foreman (give designation)		
Other key staff (give designation)		

SIGNED ON BEHALF OF TENDERER:

□

Contractor

11

Witness 1

Witness 2

1

Employer

11

Witness 1

11

Witness 2

FORM A4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. The Contractor should attach to his offer proof of ownership of plant or lease agreement of such plant to be allocated to this Contract. The Lessor of the plant must provide proof of ownership of the plant to be allocated to this Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER	OWNED/ HIRED

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A5 SCHEDULE OF PROPOSED SUBCONTRACTORS

Subcontractors must be chosen from the local community through the NALA Local Municipality Database. All subcontractors must be registered on National Treasury's Central Supplier Database which can be accessed on National Treasury's website.

The successful contractor must submit periodic reports to the Project Engineer as follows:

- Name of sub-contractor
- Area and location of project
- Scope of work issued to the sub-contractor
- Value of the work issued (auditable)
- Assistance provided to the sub-contractor e.g. acquisition of materials, machinery and tools
- Performance of the sub-contractor

Upon completion of the project, the contractor is required to provide a final report to JW on skills acquired, description and value of work performed as well as their overall performance.

(The above information will assist the sub-contractor to improve their CIDB grading)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Skills transfer

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor through the transfer of skills. In this regard a skills-transfer plan must be submitted prior to commencement of the project.

This tender is subjected to the following Conditions in addition to any other conditions stipulated and made part of this tender as described hereunder. By signing this document, the tenderer agrees to comply with all conditions hereunder in the event of being successful.

TYPE OF WORK TO BE SUBCONTRACTED	TYPE OF DISCIPLINE	VALUE OF SUBCONTRACTOR WORK (EXCLUDING VAT)
TOTAL VALUE (EXCLUDING VAT)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF LABOUR CONTENT AND EMPLOYMENT OF SMMEs

The minimum Labour Content for this Project shall be % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

TYPE OF LABOUR	MAN-HOURS	RATE / HOUR	TOTAL WAGE COSTS (EXCL. VAT)
Skilled labour			
Unskilled labour			
SMME labour			
Other			
TOTAL (A)			
TENDER PRICE (EXCLUDING VAT) (B)			
PERCENTAGE $\left(\frac{A}{B} * 100 \right)$			

The tenderer shall indicate in the table below the target values for work to be executed by and goods and services to be procured from SMMEs in the NALA area.

Note: Tenderer shall insert “unknown” if an SMME has not been selected prior to tender closing.

	Total	Women	Youth	Disabled
Work Opportunities				
Person Days				
Training Days				

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is%

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total			
Percentage			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Notes to Tenderer:

(1) Labour is defined as hourly paid personal

2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in tender document Clause 5.13.1.

The tender shall indicate in the table below the target values for work to be executed by and goods and services to be procured from SMMEs in the Seretse area.

SCHEDULE ITEM NO.	NAME OF SIMME	ITEM DESCRIPTION/ GOODS& SERVICES TO BE PROVIDED	VALUE	
			RANDS	% OF TENDER SUM (EXCL VAT)
TOTAL				

Note: Tenderer shall insert “unknown” if an SMME has not been selected prior to tender closing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A6 FINANCIAL**REFERENCES****Financial Statements**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank Rating (To be completed by bank):

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	
Fax number	
Account number	
Bank Rating Level	

CONFIRMED BY Bank's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Bank

Date:

BANK STAMP:

BIDDERS MUST ATTACH CONFIRMATION OF BANKING DETAILS LETTER AND BANK RATING LETTER ON THE BANK'S LETTER HEAD

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A7 SCHEDULE OF CURRENT COMMITMENTS**Notes to Tenderer:**

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1 Contracts awarded				
Employer	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED				
Employer	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A8 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for contingencies must not be included.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
	COMPLETION OF CONTRACT
TOTAL	R

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A9 PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A10 CERTIFICATE OF INSURANCE COVER**Note to Tenderer:**

In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

- (i) Name of Tenderer:
- (ii) Period of Validity:
- (iii) Value of Insurance:
- Insurance for Works and Contractor's equipment
 Company:
 Value:
 - Insurance for Contractor's personnel
 Company:
 Value:
 - General public liability
 Company:
 Value:
 - SASRIA
 Company:
 Value:

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A11 PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)

Note to Tenderer:

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

The Tenderer shall attach a preliminary programme, to this Form. This

programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Constructional Plant, Form A8: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

Details of the preliminary programme shall be appended to this Form.

Number of sheets, appended by the Tenderer to this Form.....*[If NIL, enter NIL]*

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A12 RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

Reference No	Document Description	Tick if completed
Form A1	Authority for signatory	
Form A2	Schedule of work carried out by Tenderer	
Form A3	Proposed key personnel	
Form A4	Schedule of constructional plant	
Form A5	Schedule of proposed subcontractors	
Form A6	Tenderer's bank details and financial references	
Form A7	Schedule of current commitments	
Form A8	Estimated monthly expenditure	
Form A9	Details of alternative tenders submitted	
Form A10	Certificate of insurance cover	
Form A11	Preliminary construction programme (for information purposes only)	
Form A12	Returnable document checklist	
Form B1	Certificate of Tenderer's attendance at the Site/Clarification meeting	
Form B2	Proof of registration with Construction Industry Development Board	
Form B3	Form concerning fulfilment of the Construction Regulations, 2014	
Form B4	Record of Addenda of Tender Documents	
Form B5	Letter of Intent to provide a Performance Guarantee	
Form C1	Declaration That Information on Central Supplier Database Is Correct and up to date	
Form C2	Compulsory Enterprise Questionnaire	
Form C3	Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2022 (MBD 6.1)	
Form C4	Declaration of Interest (MBD 4)	
Form C5	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)	
Form C6	Certificate of Independent Bid Determination (MBD 9)	
Form C1.1	Form of Offer	
Form C2.2	Bills of Quantities	

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM B1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
SITE/CLARIFICATION MEETING**

This is to certify that I,,

representative of *[Tenderer]*

.....

of *[address]*

.....

.....

Telephone number

Fax number

visited and examined the Site on *[date]*

in the company of *[Engineer/Engineer's Representative]*

TENDERER'S REPRESENTATIVE:

ENGINEER'S REPRESENTATIVE:

MUNICIPALITY STAMP:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM B2 PROOF OF REGISTRATION WITH CONSTRUCTION
INDUSTRY DEVELOPMENT BOARD**

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

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

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

.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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

YES	
NO	

- 7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

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

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

- 1 ID NO:
- 2 ID NO:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM B4 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B5 LETTER OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

It is hereby agreed that a Performance Guarantee drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C1 DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER
DATABASE IS CORRECT AND UP TO DATE**

THIS IS TO CERTIFY THAT I (name of bidder / authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any 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) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If any of the above boxes are marked, disclose the following:

*

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

*Insert separate page if necessary.

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

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

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any 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) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	--

*

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

*Insert separate page if necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2015;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Enterprise name:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C3 TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates 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
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:
Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Nala Local Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C4 DECLARATION OF INTEREST**MBD 4****DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder 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 (where applicable) 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 the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If so, 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 the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person 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 the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:		
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	YES / NO	
3.14 3.14.1	Do you or any of the directors, trustees, managers, principal 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? If yes, furnish particulars:	YES / NO	
4. Full details of directors / trustees / members / shareholders: THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C4 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the Municipality

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

b.. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

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

1.4 To be completed by the Municipality:

The maximum points for this tender are allocated as follows:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2. DEFINITIONS

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

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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 and table 2 below as may be supported by proof/documentation stated in the conditions of this tender:

Table 1

10 Points of Specific goals, will be allocated based on B-BBEE status level of contributor in the following manner,

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
1	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit
2	8	
3	6	
4	4	
5	2	
6	2	
7	2	
8	2	
NON-COMPLIANT CONTRIBUTOR	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 2

10 points of Specific goals, will be allocated based on a geographical area of a bidder as follows,

GEOGRAPHICAL AREA OF A BIDDER	NUMBER OF POINTS FOR PREFERENCE	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Within the boundaries of the Nala Municipality	10	• Official Municipal Rates Statement • Lease Agreement
Within the boundaries of Lejweleputswa District	6	
Within the boundaries of the Free State	4	
Outside of the boundaries of the Free State	2	

Specific goals for the tender and points claimed are indicated in the table below.

Note to tenderers: The tenderer must indicate how they claim points for preference point system by referring to table 1 & 2 above.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level	10	
Locality	10	
Total	20	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.4. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C7: CONTRACT FORM - PURCHASE OF GOODS/WORKS**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (ii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I in my capacity
as.....

accept your bid under reference numberdated.....for
the supply of goods/services indicated hereunder and/or further specified in the
annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/services delivered in accordance with
the terms and conditions of the contract, within 30 (thirty) days after receipt of an
invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

5. NAME (PRINT)

6. SIGNATURE

7. OFFICIAL STAMP


WITNESSES

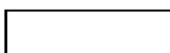
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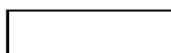
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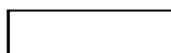
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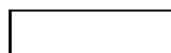
Contractor



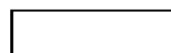
Witness 1



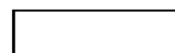
Witness 2



Employer



Witness 1



Witness 2

FORM C10: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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 2015).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars: 		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 2015)? 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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
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:		
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 NAME)

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

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C11: CERTIFICATE OF INDEPENDENT BID DETERMINATION**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects 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. cancels 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.
5. 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.
6. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf _____ of: _____ that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 2015 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C12: PROTECTION OF PERSONAL INFORMATION**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal information No.4 of 2013. ("POPIA"): Consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Nala Local Municipality or its representative will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA: Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "Nala Local Municipality" and the Data subject is the "Respondent". Nala Local Municipality will process personal information only with the knowledge and authorization of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Nala Local Municipality reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Nala Local Municipality.
5. In responding to this bid, Nala Local Municipality acknowledges that it will obtain and have access to personal information of the Respondent. Nala Local Municipality agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Nala Local Municipality further agrees that in submitting any information or documentation requested in this BID, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Nala Local Municipality and/or its authorised appointed third parties
7. Furthermore, Nala Local Municipality will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Nala Local Municipality requires the Respondent to process any personal information disclosed by Nala Local Municipality in the bidding process in the same manner.
8. Nala Local Municipality shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this BID (physically, through a computer or any other form of electronic communication).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Nala Local Municipality shall notify the Respondent in writing of any unauthorized access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Nala Local Municipality to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Nala Local Municipality correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Nala Local Municipality's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this BID, the Respondent is hereby consenting to the processing of their personal information for the purpose of this BID and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
-----	--	----	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Nala Local Municipality against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this BID is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative:

Should a Respondent have any complaints or objections to processing of its personal information, by Nala Local Municipality, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA.....	C1.1
PART C2	PRICING DATA.....	C2.1
PART C3	SCOPE OF WORKS	C3.1
PART C4	SITE INFORMATION	C4.1
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND
STORMWATER IN EXT 12&13.

PART C1 AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	C1.2
C1.2	CONTRACT DATA	C1.7
C1.3	PERFORMANCE GUARANTEE (PRO FORMA)	C1.12
C1.4	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

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

.....
 rand *[in words]*; R..... *[in figures]*,

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

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organization]

Name and
signature of
witness

Date _____

CIDB Registration
number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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 the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organization]

Name and
signature of
witness

_____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

FOR THE TENDERER:

Signature(s)		
Name(s)		
Capacity		
[Name and address of organization]		
Name and signature of witness		Date

FOR THE EMPLOYER:

Signature(s)		
Name(s)		
Capacity		
[Name and address of organization]		
Name and signature of witness		Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONFIRMATION OF RECEIPT

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

The [day]

of [month]

20 [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause

1.1.1.13 The Defects Liability Period is 365 days.

1.1.1.14 The time for achieving Practical Completion is..... Days.

1.1.1.15 The name of the Employer is **Nala Local Municipality**.

1.2.1.2 The Employer's address for receipt of communications is:

1.1.1.16 The Engineer is **Boffin and Fundi (Pty) Ltd** represented by an Employee duly authorised thereto in writing.

Contact person: Samukelo Madlala
Tel: 073 612 9853
Address: 4376 K6 Lekgwaba Street,
Kutloanong,
Odendaalsrus,
9480
Email: samukelo@bofn.co.za

.2 The Engineer's address for receipt of communications is:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause

- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract.
- 3.2.3 The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 1 Clause 6.3: Variations
 - 2 Clause 5.11.1: Suspension of the Works
 - 3 Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The documentation required before commencement with Works' execution are:
- Health and Safety Plan (Refer to Clause 4.3)
 Initial programme (Refer to Clause 5.6)
 Security (Refer to Clause 6.2)
 Insurance (Refer to Clause 8.6)
 Cash flow projection (Refer to Clause 5.6.2.6)
 Quality assurance plan
 Concrete mix design
- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are:
- 1 Usually public holidays and (add voting days if applicable)
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 4.13. *Delete the contents of the clause and insert the following:*
- 5.13.1 The penalty for failing to complete the Works is R 2400 per day.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works.
- 6.2.1 The Type of Security provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum.
- 6.8.2 Contract Price Adjustment: Is not applicable
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 Percentage retention is 10%.
- There is no set limit to retention money.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is NIL
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 250 000

--	--	--	--	--	--

Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

C1.9

Clause

- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.11 to 8.6.1.3 the following insurance is also required:
- Insurance cover against any damages or loss against production due to political unrest. The client shall not be held responsible for such damages or losses.
- Existing buildings and infrastructure in the vicinity of the works likely to suffer damage as a result of the Contractor's negligence to the value of R5 000 000.00
- 10.7.1 The determination of disputes shall be by arbitration.
- 10.7.2 Time within which payment to contractor for works done must be made 14 days after measurement of works by ER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

6.2.1 The security to be provided by the Contractor shall be as stated in 6.2.1 and 6.10.3 of Part 1.

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:

4.4.2 Liability for subcontractors

Add the following to Clause 4.4.2 after the last sentence:

"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Engineer, which consent shall not be unreasonably withheld."

5.3.3 Time to instruct commencement of the Works

Add the following to Clause 5.3.3 after the last sentence:

"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second line with the following:

", the Contractor shall notify the Engineer, who shall inspect the Works and the Engineer"

5.14.4 Certificate of Completion

Replace " the Employer's Agent " in the third line of the first paragraph with:

", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

6.2.2 *Delete Clause 6.2.2 in its entirety.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.11

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and the fourteenth line with "20 per cent".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO; NLM/TS/001/2026-27

FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C1.3 PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.13

- 3 The Guarantor hereby acknowledge that:
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.14

- 11 The Guarantor chooses the physical address as stated above for the service of all notices for al purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity.....

Guarantor's signatory: (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER
IN EXT 12&13.

**C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at
on this the day of.....in the year
between..... *[hereinafter called "the Employer"]* of the one
part, herein represented by
in his capacity as
and
[hereinafter called "the Mandatary"] of the other part, herein represented by
.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz *CONTRACT TITLE*

.....
and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such
Works and whereas the Employer and the Mandatary have agreed to certain arrangements and
procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the
Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining
to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a
written notice from the Employer or Engineer requiring him to commence the execution of the
Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015)
of the General Conditions of Contract *[hereinafter referred to as "the GCC"]*, or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of
the GCC.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C1.17

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 2

NAME 1..... 2
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 2

NAME 1..... 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,
Mr/Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1 2

NAME 1..... 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

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FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND
STORMWATER IN EXT 12&13

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS C2.2 - C2.3

C2.2 BILL OF QUANTITIES C2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELSBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND
STORMWATER IN EXT 12&13

C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

1 South African Institution of Civil Engineers, *The Standard System of Measurement of Civil Engineering Quantities*

Contractor

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Employer

Witness 1

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	prime cost sum
Prov Sum	=	provisional sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY CONTRACT NO:

NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C2.2 BILL OF QUANTITIES**SCHEDULE A: GENERAL**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Protection, removal, realignment and replacement of services (a) Utility services (i) Relocation of services and payments to service owners (ii) Handling costs and profit in respect of sub-item B12.01(a)(i) above	Prov Sum %	1 R -		R -
B12.02	Site survey requested by the Engineer (a) Site survey (b) Handling costs and profit in respect of sub item B12.02 (b) above	Prov Sum %	1 R -		R -
C12.01	Project Liaison (a) Community Liaison Officer(s) (b) Project Liaison Committee (c) Contractor's charge to allow for handling costs and profit in respect of subitem C12.01(a) and (b)	Month Month %	12 12 R -		R - R -
D07.01	Training (a) Technical skills (c) Training venue (e) Contractor's handling costs, profit and all other charges in respect of sub items (i) (a) Technical skills	Prov Sum Lump Sum %	1 1 R -		R - R -
1200	CARRIED FORWARD TO SUMMARY				R -
1300	SECTION 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B13.01	The contractor's general obligations: (a) Fixed obligations (c) Time-related obligations	L/Sum month	1 8		R - R -
B13.02	Occupational Health and Safety Obligations	Prov Sum	1		R -

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B13.03	Contractor's initial obligation in respect of the Occupational Health and Safety Act and Construction Regulation	Prov Sum	1		R -
B13.04	Contract sign boards	No	2		R -
1300	CARRIED FORWARD TO SUMMARY				R -
1400	SECTION 1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation with wiring, switchboards, etc, water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:				
	(a) Offices (interior floor space only)	m ²	36		R -
	(c) Open concrete working floors, 150mm thick	m ²	25		R -
	(d) Roofs over open concrete working floors	m ²	25		R -
	(e) Ablution units	No.	3		R -
14.02	Office and laboratory furniture:				
	(a) Chairs	No.	30		R -
	(d) Desks, complete with drawers and locks	No.	4		R -
	(f) Conference tables	No.	3		R -
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power points	No.	8		R -
	CARRIED FORWARD				R -
	BROUGHT FORWARD				R -
	(iv) Double 55 watt fluorescent light fittings complete with ballast and tubes	No.	8		R -

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	(v) Single incandescent light fittings complete with 100 watt globes	No.	8		R
	(vi) Wash-hand basins complete with taps and drains	No.	2		- R
	(vii) Laboratory basins complete with swan-neck taps and drains	No.	2		- R
	(viii) Extractor fans installed complete with own power connection	No.	2		- R
	(x) Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	8		- R
	(xi) Air-conditioning units with, 2,2 kW minimum capacity, mounted and with own power connection	No.	6		- R
	(xiii) Curing chamber for UCS specimens, complete with water connection, including the provision of brick partitions, plaster, paint and shelving, all complete according to the drawings	No.	1		- R
	(xiv) General-purpose steel cupboards with shelves	No.	4		- R
	(xvi) Refrigerators	No.	2		- R
	(xviii) Voltage stabilizers	No.	1		- R
B14.03	(xx) Plan holder	No	1		- R
B14.03	(xxii) Rain gauge	No	2		- R
14.08	Services: The provision of water, electricity, low-pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpaths, etc: (a) Services at offices and laboratories:				
	(i) Fixed costs	Lump Sum	1		- R
	(ii) Running costs	month	8		- R
B14.10	Provision of copying facilities (printer / copier / scanner / facsimile)	month	8		- R
B14.11	Provision and erection of security fencing (Including gates)	m	250		- R
B14.12	Security guards for engineer's offices	month	8		- R
1400	CARRIED FORWARD TO SUMMARY				R -
8100	SECTION 8100 TESTING MATERIALS AND WORKMANSHIP				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B81.02	Other special tests requested by the engineer:				
	(a) Cost of testing	PC Sum	1		- R
	(b) Charge on prime cost sum	%	R		-

8100	CARRIED FORWARD TO SUMMARY				R -

SCHEDULE B: ROADWORKS

ITEM	DESCRIPTION	UNIT	QUANTITY	
1500	SECTION 1500 ACCOMMODATION OF TRAFFIC			
B15.01	Accommodating traffic and maintaining temporary deviations	km	2.25	
15.06	Watering of temporary deviations	kl	7.5	
15.07	Blading by road grader of: (a) Temporary deviations	km-pass	6	
1500	CARRIED FORWARD TO SUMMARY			
1700	SECTION 1700 CLEARING AND GRUBBING			
ITEM	DESCRIPTION	UNIT	QUANTITY	
17.01	Clearing and grubbing (b) By machine	ha	1	
17/16.01	Overhaul on material hauled in excess of 1 km	m³-km	1 400	

1700	CARRIED FORWARD TO SUMMARY			
B1800	SECTION B1800 DAYWORKS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
B18.01	Personnel / labourers			
	(a) Unskilled labour	hour	1	
	(b) Semi-skilled labour	hour	1	
	(c) Skilled labour	hour	1	
	(d) Ganger	hour	1	
	(e) Foreman	hour	1	
	(f) Surveyor	hour	1	
B18.02	Equipment / plant			
	(a) Motor grader (112 kW)	hour	1	
	(b) Excavator (92 kW)	hour	1	
	(c) Dozer (123 kW)	hour	1	
	(d) Rubber tyred loader (60 kW)	hour	1	
	(e) Tractor-loader-backhoe (55 kW)	hour	1	
	(f) Pedestrian vibrating roller (0,5 ton)	hour	1	
	(g) Pedestrian vibrating roller (1,4 ton)	hour	1	
	(h) Self-propelled vibrating roller (80 kW) (up to 10 t)	hour	1	
	(i) Pneumatic tyred roller (60 kW, 20 ton)	hour	1	
	(j) Tip truck minimum load 10 tons	hour	1	
	(k) Water spray truck (10 kilolitre)	hour	1	
	(l) 600 cmf compressor (17 m³/min) complete with 4 tools and operators	hour	1	
	(m) Self-propelled motor grader mass not less than 9 tons, power approximately 100kW (minimum 140g)	hour	1	
	(n) Front-end loader minimum power 90kW	hour	1	
B18.03	Material charges			
	(a) Procurement of materials	Prov Sum	1	
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.03(a)	%	30 000.00	
B18.04	Transport			
	(a) LDV	km	100	
	(b) Flatbed truck	km	100	
	(c) Lowbed truck	km	100	
B1800	CARRIED FORWARD TO SUMMARY			
2100	SECTION 2100 DRAINS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
21.01	Excavation for open drains:			
	(a) Excavating soft material situated within the following depth ranges below the surface level:			
	(i) 0 m up to 1,5 m	m³	450	
	(b) Extra over subitem 21.01(a)(i) for excavation in hard material, irrespective of depth	m³	67.5	
21.03	Excavation for subsoil drainage systems:			
	(a) Excavating soft material situated within the following depth ranges below the surface level:			
	(1) 0 m up to 1,5 m	m³	175	
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m³	26.25	
21.04	Impermeable backfilling to subsoil drainage systems using excavated material	m³	50.31	
21.06	Natural permeable material in subsoil drainage systems (crushed stone):			

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21.08	(b) Crushed stone obtained from commercial sources (2) Coarse grade (20mm nominal stone size) Pipes in subsoil drainage systems:	m ³	25.16
	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings	m	450
	(1) 110 mm internal dia. perforated or slotted	m	50
21.10	(2) 110 mm internal dia. unperforated Synthetic-fibre filter fabric		
	(a) Grade 2 woven	m ²	1000
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:		
	(a) Outlet structures	No	4
	(c) Junction boxes	No	8
	(d) Cleaning eyes	No	8
21.13	Concrete caps for subsoil drain pipes	No	8
21.15	Overhaul for material hauled in excess of 1,0 km free-haul (normal overhaul)	m ³ -km	5000
21.17	Test flushing of pipe subsoil drains	No	8
21.19	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m ³	168.75
2100	CARRIED FORWARD TO SUMMARY		
2200	SECTION 2200 PREFABRICATED CULVERTS		
ITEM	DESCRIPTION	UNIT	QUANTITY
B22.01	Excavation:		
	(a) Excavating soft material situated within the following depth ranges below the surface level:		
	(i) 0 m up to 1,5 m	m ³	1782
	(i) Exceeding 1,5 m and up to 3,0 m	m ³	455.4
	(b) Extra over subitem 22.01(a)(i) for excavation in hard material, irrespective of depth	m ³	111.87
22.02	Backfilling:		
	(a) Using the excavated material	m ³	1155
	(b) Using imported selected material	m ³	256.68
B22.03	Concrete pipe culverts (including waterproofing):		
	(b) On class B bedding:		
	(i) Class 100D interlocking		
	(1) 450 mm diameter	m	280
	(2) 600 mm diameter	m	650
	(3) 750 mm diameter	m	
	(4) 900 mm diameter	m	
22.07	Cast in situ concrete and formwork		
	(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (Class 30/19):	m ³	20
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (Class 30/19):	m ³	9
	(d) Formwork of concrete under subitem 22.07(c) above:		
	(i) Class F1 surface finish	m ²	220
22.10	Steel reinforcement:		
	(b) High tensile steel bars	t	1
	(c) Welded steel mesh	kg	172.91
22.17	Manholes, catchpits, precast inlet and outlet structures complete:		
	(b) Catchpits (type indicated)	No	31
	(c) Precast inlet and outlet structures (type indicated)	No	6
22.18	Brickwork:		

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22.25	(a) 115 mm thick	m ²	20	
	(b) 230 mm thick	m ²	50	
	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m ³ -km	600	
2200	CARRIED FORWARD TO SUMMARY			
2300	SECTION 2300 CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
23.01	Concrete kerbing (Class 30/19):			
	(a) Fig 8c	m	2150	
	(a) Fig 12	m	2150	
	(c) 300 mm x 300 mm cast in situ concrete edge beam	m	150	
23.03	Concrete chutes (typical designs):			
	(a) 300 mm precast concrete chute	m	80	
23.07	Trimming of excavations for concrete-lined open drains			
	(a) In soft material	m ²	1125	
	(b) In hard material	m ²	112.5	
23.08	Concrete lining for open drains			
	(a) Cast in situ concrete lining class 30/19 for open drains	m ³	130	
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)			
	(a) To sides with formwork (less than 150mm high) on the internal face only	m	750	
	(b) To sides with formwork on both internal and external faces (each face measured)	m ²	1500	
	(c) To ends of slabs	m ²	85	
23.12	Steel reinforcement			
	(a) Mild steel bars	t	0.5	
	(b) High-tensile steel bars	t	1	
	(c) Welded steel fabric	kg	2026.5	
23.13	Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	2000	
2300	CARRIED FORWARD TO SUMMARY			
3100	SECTION 3100 BORROW MATERIALS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
31.01	Excess overburden	m ³	10 000.00	
31.03	Finishing off borrow areas in:			
	(a) Hard material	ha	0.3	
	(b) Intermediate material	ha	0.5	
	(c) Soft material	ha	0.5	

3100	CARRIED FORWARD TO SUMMARY			
3300	SECTION 3300 MASS EARTHWORKS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
33.01	Note : No extra payment for work in restricted areas Cut and borrow to fill (including free-haul up to 1.0km) (a) Material in compacted layer thickness of 200 mm and less: (ii) Compacted to 90% of modified AASHTO density	m ³	1 100	
	(b) Rock fill	m ³	700	
33.04	Cut to spoil, including free-haul up to 0,5km. Material obtained from: (a) Soft excavation	m ³	3 600	
	(b) Intermediate excavation	m ³	1 800	
	(c) Hard excavation	m ³	600	
33.07	Removal of unsuitable material (including free-haul of 0,5km): (a) In layer thicknesses of 200mm and less: (ii) Unstable material	m ³	280	
33.10	Roadbed preparation and the compaction of material (a) Compaction to 90% of modified AASHTO density	m ³	2 827	
33.13	Finishing-off cut and fill slopes, medians and interchange areas: (a) Cut slopes	m ²	2 000	
	(b) Fill slopes	m ²	2 000	
33/16.02	Overhaul on material hauled to spoil in excess of 1,0 km (ordinary overhaul)	m ³ .km	43 960	
	CARRIED FORWARD TO SUMMARY			
3400	SECTION 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL			
ITEM	DESCRIPTION	UNIT	QUANTITY	
B34,01	Note: No extra payment for work in restricted areas Pavement layers constructed from gravel taken from commercial source: (e) Gravel base (unstabilized G4A gravel) compacted to: (i) 98% of modified AASHTO density (150mm thick)	m ³	1755.4	
34.02	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0km: (a) Gravel selected layer (G9) compacted to: (i) 93% of modified AASHTO density (150mm thick)	m ³	2474.0	
	(a) Gravel selected layer (G7) compacted to: (ii) 95% of modified AASHTO density (150mm thick)	m ³	2444.8	
	(c) Gravel subbase (unstabilized G5 gravel) compacted to: (i) 95% of modified AASHTO density (150mm thick)	m ³	1841	
	(e) Gravel base (unstabilized G5 gravel) compacted to: (i) 98% of modified AASHTO density (150mm thick)	m ³	623	
34.03	Extra over item 34.01 for excavation of material in: (a) Intermediate material	m ³	500	
34/16.01	Overhaul on material hauled in excess of 1 km	m ³ -km	73 827.4	

3400	CARRIED FORWARD TO SUMMARY			
4100	SECTION 4100 PRIME COAT			
ITEM	DESCRIPTION	UNIT	QUANTITY	
B41.01	Prime coat: (c) MC-30 cut-back bitumen	litre	7350	
	(f) Quick drying bituminous prime	litre		
41.02	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	486.15	
4100	CARRIED FORWARD TO SUMMARY			
4200	ASPHALT BASE AND SURFACING			
ITEM	DESCRIPTION	UNIT	QUANTITY	
42.01	Asphalt surfacing material (30mm thick using 60/70 Penetration grade bitumen) for patch works			
(a)	Continuously graded (medium grade)	m ²	9978	
42.02	Tack coat of 30% stable-grade emulsion	litre	9723	
B42.03	Trial sections (40mm thickness using 35/50 pen bitumen)	m ²	600	
B42.04	100 mm cores in asphalt paving	No	4	
4200	CARRIED FORWARD TO SUMMARY			
	SECTION 5200			

5200	GABIONS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
52.01	Foundation trench excavation and backfilling: (b) In all other classes of materials	m ³	72	
52.02	Surface preparation for bedding the gabions	m ²	240	
52.03	Gabions: (c) Galvanized gabion mattresses (i) 6m long x 2,0 m wide x 0,3m deep	m ³	86.4	
52.04	Filter fabric (b) Synthetic-fibre, non-woven needle punched Grade A4 (Bidim or similar)	m ²	336	
5600	CARRIED FORWARD TO SUMMARY			
5600	SECTION 5600			
5600	ROAD SIGNS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: (d) Prepainted galvanized steel plate (1,4 mm chromadek or approved equivalent): (i) Area not exceeding 2m ² (ii) Area exceeding 2m ² but not 10m ²	m ² m ²	10 2.5	
56.02	Extra over item 56.01 for using: (a) Background of retro-reflective (i) Class I (iii) Class III (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material: (ii) Class III	m ² m ² m ²	12.5 7 24	
56.03	Road sign supports (overhead road sign structures excluded): (b) Timber (150mm diameter)	m	150	
56.04	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	10	
56.05	Extra over item 56.05 for cement-treated soil backfill	m ³	10	
B56.10	Danger plates at culverts / structures: (a) Type A stormwater culverts (150mm x 600mm)	No.	12	

5600	CARRIED FORWARD TO SUMMARY			
5700	SECTION 5700 ROAD MARKINGS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
57.01	Retro-reflective road-marking paint: (a) White lines (broken and unbroken): (i) 100 mm wide (ii) 150 mm wide (iii) 200 mm wide (v) 500 mm wide	km km km km	2.2 0.3 0.2 0.2	
	(b) White lettering and symbols	m ²	25	
	(c) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	25	
57.02	Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)	km	5	
5700	CARRIED FORWARD TO SUMMARY			
5800	SECTION 5800 LANDSCAPING AND PLANTING PLANTS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
58.01	Preparing the areas for grassing: (a) Ripping (b) Scarifying for loosening topsoil (c) Topsoiling within the road reserve, where the following materials are used: (i) Topsoil obtained from within the road reserve or borrow areas (free-haul 1,0 km) (e) Providing and applying chemical fertilizers and/or soil-improvement material:	ha ha m ³ t	0.1 0.1 80 0.4	
58.02	(ii) Superphosphate Grassing: (c) Hydroseeding: (i) Providing an approved seed mixture for hydroseeding (iii) Hydroseeding	kg ha	200 0.1	
5800	CARRIED FORWARD TO SUMMARY			
5900	SECTION 5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
59.01	Finishing road and road reserve: (b) Single carriageway road	km	2.2	

59.02	Treatment of old roads and temporary deviations	km	1	
5900	CARRIED FORWARD TO SUMMARY			
7300	SECTION 7300 CONCRETE BLOCK PAVING FOR ROADS			
ITEM	DESCRIPTION	UNIT	QUANTITY	
73.01	Concrete block paving (80mm thick Class 40/2.6 interlocking blocks on a 20mm bedding sand)	m ²	2800	
73.02	Cast in situ concrete edge and intermediate beams (300mm x 300mm thick, 30MPa)	m ³	50	
73.03	Provision of approved herbicide and ant poison:			
	(a) Provision of materials	PC	1	
	(b) Contractor's charges and profit added to the prime cost sum	Sum %		
7300	CARRIED FORWARD TO SUMMARY			

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND
STORMWATER IN EXT 12&13.

PART C3 SCOPE OF WORK

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the COTO and SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Standard Specifications, the Schedule of Quantities or the drawings, the Particular or Project Specifications shall take precedence.

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.

C3.1 DESCRIPTION OF THE WORKS**C3.1.1 Employer's objectives**

The Employer's objective to upgrade the existing road infrastructure in the area of Wesselsbron by constructing a paved road and its associated storm water management systems.

The appointment might be in part or as a whole and shall be a function of the funding made available by the Employer.

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

Labour-intensive works

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

C3.1.2 Overview of the Works

This contract covers the construction of new paved roads and lined stormwater channel in Wesselsbron. Total length of the road is 1.6km and 400m additional stormwater channels. The road will be 6.4m wide.

C3.1.3 Extent of the Works

The contact consists of the construction of new paved roads and associated works in Wesselsbron. The work to be performed comprises:

- a. Site Clearance
- b. Earthworks
- c. Construction of pavement layer works
- d. Construction of approximately 1.6 km, 80mm concrete block paving
- e. Construction of lined and unlined concrete channel
- f. Installation of prefabricated kerbs and edge beams
- g. Cleaning and unblocking of the existing stormwater drainage system
- h. Installation of portal culverts
- i. Construction of portal culvert outlet structures
- j. Construction of stone pitch drainage
- k. Installation Traffic control and calming devices;
- l. Cleaning up the Site and reinstating all access roads to at least their original condition;
- m. De-establishment of site on completion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

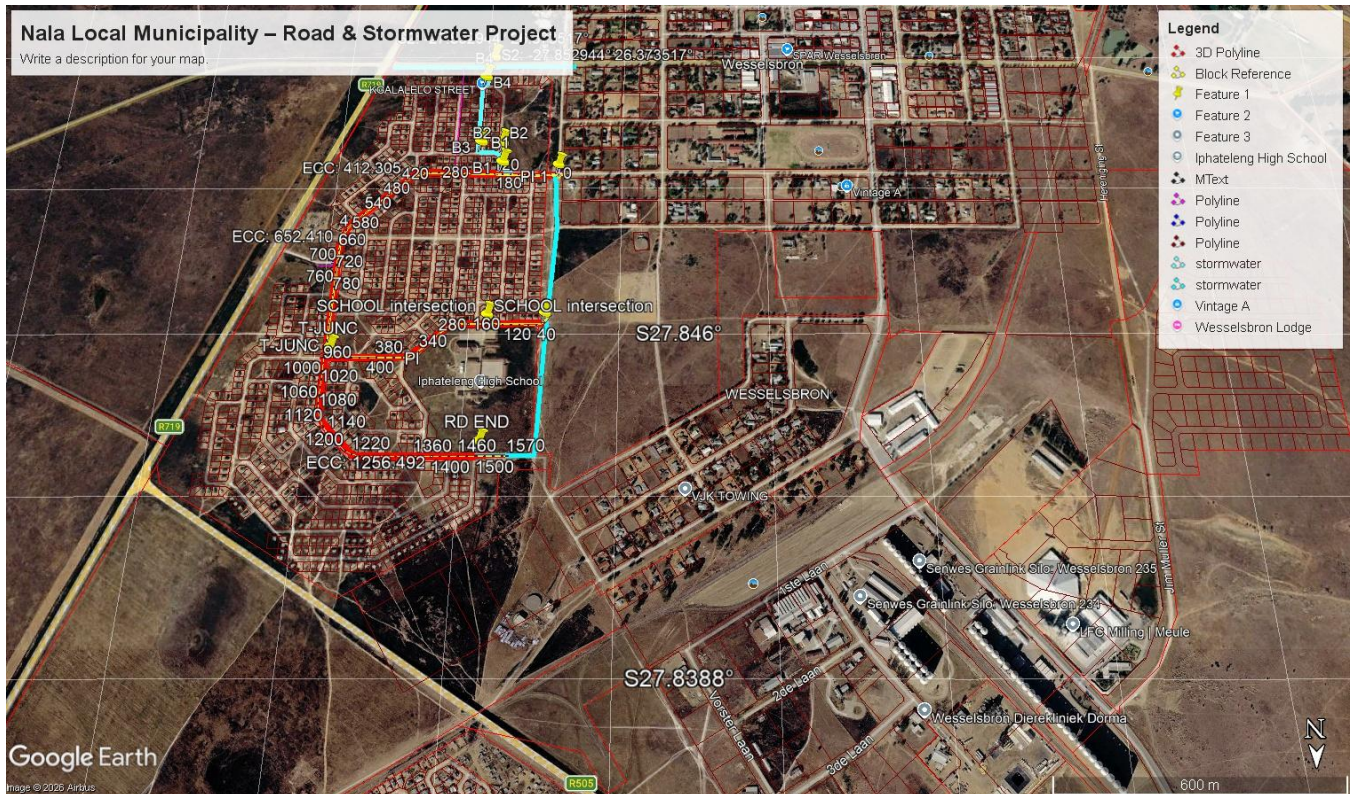
Witness 2

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.4 Location of the Works site

The project area is located in Wesselsbron



C3.1.5 Access to Works site

No restriction on access to the Site of the Works but personnel must comply with the security and safety requirements of the Nala Local Municipality. The Contractor must keep the Employer informed of staff changes. The making good of any damage caused by non-observance of such restrictions will be for the Contractor's account.

Any vehicle used to transport and/or equipment on Site, shall not exceed the maximum permissible axles loading as allowed under the Provincial regulations

C3.1.6 Services known to be in the vicinity of the site

Existing services on site include water pipes, sewer pipes, roads, and electrical cables.

C3.1.7 Changes to scope of work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

C3.1.8 General

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

C3.1.8.1 Payment for the Labour-Intensive Component of the Works:

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

C3.1.8.2 Applicable Labour Law

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C3.1.8.3 Introduction

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

In this document –

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

C3.1.8.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

C3.1.8.5 Normal Hours of Work

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

C3.1.8.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

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

C3.1.8.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.8.8 Daily Rest Period

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

C3.1.8.9 Weekly Rest Period

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

C3.1.8.10 Sick Leave

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days' sick leave in a year
- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (g) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (h) An employer must pay a worker sick pay on the worker's usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (j) absent from work for more than two consecutive days; or
- (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.8.11 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
- a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- worker or that of her unborn child; or
- b. if agreed to between employer and worker; or
- c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C3.1.8.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
- (d) the employee's spouse or life partner;
- (e) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C3.1.8.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.8.14 Keeping Records

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

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

C3.1.8.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R200.00 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
 - (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.8.16 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pays the employer or any other person for having been employed.

C3.1.8.17 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.1.8.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.8.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.1.7.20 Certificate of Service

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

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

C3.1.8.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C3.1.8.22 Provision of Hand tools

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

C3.1.7.23 Reporting

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

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
 - (b) Certified ID copies of all locally employed labour
 - (c) Signed Contracts between the employer and the EPWP Participants
 - (d) Attendance Registers for the EPWP Participants
 - (e) Monthly Reporting Template as per EPWP requirements
 - (f) Plant utilization returns
- Progress report detailing production output compared to the Programme of works

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.2 ENGINEERING**C3.2.1 Design services and activity matrix**

The following responsibilities for design and related documentation are applicable to this Contract:

Design Stage	Works designed by
Concept, feasibility and overall process	Engineer
Basic engineering and detail layouts at tender stage	Engineer
Final design for construction stage	Engineer
Temporary works	Contractor
Preparation of as built drawings	Contractor

C3.2.2 Employer's design

The Employer's design required to be priced can comprise a combination of communications referred to as addendums issued prior to tenders closing, drawings for tender purposes, and the tender document containing the general and specifications, relevant to the Works. Once the Contract is awarded the Employer's design may be amended and such amendments shall be managed via the Specific Contract Provisions.

C3.2.3 Contractor's design

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

C3.2.4 Drawings

The drawings form part of the tender document and are issued for tender purposes only.

The appointed Contractor will be supplied with one A1 paper print and a pdf copy on CD of each of the drawings. This print and pdf copy are issued free of charge and the Contractor will need to make or obtain any additional prints he may require at his own cost.

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

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

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

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.3 PROCUREMENT**C3.3.1 Preferential procurement procedures****C3.3.1.1 Requirements**

The Employer intends through this Contract to provide work opportunities for the local residents.

The Employer wishes to apply labour intensive construction methods to develop and empower the local residents.

C3.3.1.1.1 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

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

Except where the use of plant is essential in order, in the opinion of the Engineer, 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.

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

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Placement of 80mm concrete block paving
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

C3.3.1.2. Material

Where possible, the contractor shall source material from within ## km of the site utilizing local labour. The material which may be sourced from site includes:
stone pitching and kerbing channel

C3.3.1.3. Task Based Activities

Labour Intensive activities are to be planned as Task Based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.3.2 Employment targets**C3.3.2.1 Employment of local community labour**

The maximum possible number of workers must be employed from the ranks of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in **Wesselbron** and whose name appears on the local unemployed labour list.

Key personnel are defined as supervisors, team leaders and skilled labourers without whom a specific task cannot be completed.

The target for local labour is 80% of non-key personnel.

**C3.3.2.2 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME
EPWP Project Specification**

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

C3.3.2.3 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

C3.3.2.3.1.1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

C3.3.2.3.1.2 The rate of pay set for the EPWP is R per task or per day.

C3.3.2.3.1.3 Tasks established by the contractor must be such that:

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

C3.3.2.3.1.3 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

C3.3.2.3.1.4. The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

C3.3.2.3.1.5 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

C3.3.2.5 Remuneration of local labourers

The minimum wages shall be those prescribed by SAFCEC for the area in which the works fall

C3.3.3 Contractor's Staff

It is required that the Site Agent for this project to have a NQF level 5 qualification. If the contractor fails to produce such person a suitable Site Agent will be appointed by the Client and paid in full by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 MANAGEMENT

C3.4.1 Management of the Works

Though not bound in or issued with this tender document, the following SANS 1921 Construction and Management Requirements for Works Contracts as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standards and shall keep a copy of the said document on site for reference by him and the Employer's Agent for the duration of the Contract.

SANS 1921 Part 1 General Engineering and Construction Works

SANS 1921 Part 5 Earthworks Activities which are to be performed by hand

SANS 1921 Part 6 HIV/AIDS Awareness

C3.4.1.1 Planning and programming

In addition to Clause 5.6 of the GCC 2015, the work must be programmed such that the work be completed no later than the month of June 2018. The total duration of the Contract must be indicated by the Contractor. The Contractor will supply the Employer's Agent with the programme with his/her tender called the tender programme. Within 3 weeks of being awarded the WORKS, the Contractor shall provide the Employer's Agent with a revised tender programme to be called the Contract Programme to be approved by the Employer's Agent and used for progress monitoring of the Contractor's construction activities.

Interim progress payment shall not be certified by the Employer's Agent based on the Contract Programme Progress. Payment shall be certified based on actual work done.

The Contractor shall submit within the period stated in the Contract Data the said Contract Programme

C3.4.1.1.1 Submitted programme

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,
- d) key dates in respect of information to be provided by the Engineer and/or others,

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.4.1.1.2 General allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act. and
- f) the design, testing and approval of the concrete mixes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.1.2 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

C3.4.1.3 Methods and procedures**C3.4.1.3.1 Method statements**

When requested by the Engineer, the Contractor shall submit, within 2 weeks (14 days) of date of such written request, a method statement detailing the Contractor's proposed construction procedure of certain elements of the Works.

No work shall commence before the method statement has been submitted and approved. The approval shall not relieve the Contractor from his responsibilities in terms of the General Conditions of Contract.

C3.4.1.3.1 Neatness of the site

The general neatness and tidiness of the vicinity of Senekal are of particular concern. The Works will be visible to the public. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

C3.4.1.4 Weather conditions**C3.4.1.4.1 Extension of time for completion resulting from abnormal rainfall**

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
 - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
 - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SCHEDULE

Anticipated number of working days on which work could be delayed as a result of rainfall and saturated conditions.

Month	Nn (days)	Rn (mm)
January	12	45
February	11	33
March	9	34
April	8	31
May	2	3
June	2	3
July	1	2
August	1	1
September	3	4
October	5	19
November	9	38
December	13	46
Total	75	259

Source: worldweatheronline.com (April 2020-March 2021)

The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

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

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

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

C3.4.1.4.2 Recording of weather

The Contractor shall provide a rain gauge as directed by the Engineer and precautions shall be taken to restrict access to the rain gauge by unauthorized persons.

C3.4.1.5 Quality plans and control

The Contractor shall prepare a quality management plan to be followed during the course of the Contract.

The quality management plan shall

- i. clearly indicates the methods, programme, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing)
- ii. include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.1.6 Environment**C3.4.1.6.1 Protection of the environment****C3.4.1.6.1.1 Environment management plan**

The Contractor shall comply with the provisions of the environmental management specification.

C3.4.1.6.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.

Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.4.1.6.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i) the erosion of soils and/or
 - ii) loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.
- e) take precautions to keep the risk of fire to a minimum,
- f) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- g) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- h) prohibit all firearms from the site and temporary camps.

C3.4.1.7 Format of communications

Communications and instructions shall be given in writing and sent either by post, or facsimile. Site instructions shall be given in the Site Communication Book, which shall be a triplicate book provided by the Contractor.

C3.4.1.8 Management meetings

The Contractor will be required to attend the following site meetings during the term of the contract and produce reporting documentation which are revised for these meetings:

- a) An inaugural site meeting to be held within three weeks after the Commencement Date.
- b) Monthly site meetings from the order to commence the Works until the Completion of the Works.
- c) Monthly Health and Safety meetings.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

If these reports are not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

C3.4.1.9 Daily records

Daily records of all site activities and progress of work shall be kept by the Contractor. Any possible causes for delay to the Contract or which may result in additional costs to the Employer shall be recorded as clearly as possible. The records shall also include the plant on Site and personnel employed. The records shall be kept at all times in the Engineer's Site Office.

C3.4.1.9.1 Monthly labour returns

The Contractor shall submit with each statement for payment a labour return showing the Number Person Days and Labour Days recorded for the Contract. The returns shall be similar to the format approved by the Engineer.

C3.4.1.10 Lighting

Should the Contractor wish to undertake work when natural lighting is inadequate for the type of work to be performed, he shall, at his own expense, provide and maintain in good and safe condition adequate high-powered flood lighting for all the work areas where he is operating.

C3.4.1.11 Payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall be provided electronically in Microsoft Excel format.

All costs incurred by the Contractor resulting from the preparation and submission of the statements shall be borne by the Contractor.

C3.4.2 Site establishment

C3.4.2.1 Services and facilities existing and/or provided by the Employer

C3.4.2.1.1 Water and power supply and other services

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water, electrical power and other services required.

C3.4.2.1.2 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.4.2.2 Facilities provided by the Contractor**C3.4.2.2.1 Facilities for the Engineer**

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) two nameboards,
- b) one furnished office,
- c) conference room (furnished),
- d) latrine and ablution facilities,
- e) carport for 2 vehicles,
- f) 1 x Smart Phone,
- g) photo-copying machine,
- h) I7, 12GB Ram notebook computer and A3 printer / scanner,
- j) survey equipment,
- k) two survey assistants,
- m) a site instruction book,
- n) protective clothing,
- o) safety equipment,
- p) medical facilities,
- q) nine 150 mm concrete cube moulds and a temperature-controlled cube-curing water bath,

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site excluding items f, and h.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

C3.4.3 Existing services**C3.4.3.1 Treatment of existing services****C3.4.3.1.1 Continuance of operation of existing services**

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

C3.4.3.1.2 Continuous operation of existing works

The construction works take place around existing services. Existing works must remain in operation at all times. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works at all times, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

The Contractor shall provide sufficient notice to the Engineer when he intends to interrupt the operations of the existing works in order to effect connections with the new works. Approval for such work will be given only when the timing of the work is suitable to the Employer.

C3.4.3.1.3 Connection to existing services

All connections to the existing systems shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimise inconvenience to users. No claims for additional payment will be considered in this regard.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.5 Permits and way leaves

A wayleave from the Electrical Board of the NALA Local Municipality will be required prior to the Contractor commencing work on Site.

C3.4.4 Health and safety**C3.4.4.1 Health and safety requirements and procedures****C3.4.4.1.1 General**

In addition to Subclause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH), the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

C3.4.4.1.2 Health and Safety Plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of Clause 5.3.1 of the Project Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specification Data and the Standard Specification.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

C3.4.4.1.3 Safety of general public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act (Clause 4.3.10.2).

As the Works are on an operating water treatment works site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities

C3.4.4.1.4 Sanitary conditions

Unhygienic habits and other behavior that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

C3.4.4.1.5 Protection of the public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.

As the Works are on an operating reservoir site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.4.1.6 Excavations

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

C3.4.4.1.7 Health and safety specialist

The Contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract.

This specialist shall assist with the preparation of the health and safety plan required in terms of the Specification Data, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the Health and Safety Plan and associated regular inspections etc.

C3.4.6.1.8 Monthly health and safety reports

The health and safety specialist required in terms of the Specification Data, shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the sites over the last month, new risk assessments added, potential new risks, new precautions taken, and summarizing the results of various inspections required in terms of the health and safety plan, etc.

If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.5 HEALTH AND SAFETY**C3.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2 PROTECTION OF THE PUBLIC

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.3 BARRICADES AND LIGHTING

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.4 TRAFFIC CONTROL ON ROADS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.6 AIDS AWARENESS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.6 CONSTRUCTION**C3.6.1 Existing services****C3.6.1.1 Damage to services**

The Contractor is required to carry out all of his construction activities with due caution in order to prevent damage to existing services and infrastructure. The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

C3.6.1.2 Reinstatement of services and structures damaged during construction

The Contractor shall immediately inform the Engineer of any damage to existing services or structures. The Contractor shall take immediate steps to reinstate any damaged services.

C3.6.2 Disposal sites

The Contractor shall locate suitable sites, off site for the disposal of cleared vegetation, rubble, unsuitable material, excavation or surplus material. The Contractor shall obtain the Engineer's approval for the site he proposes to use.

Surplus excavation, other than described above, will be spread on site at locations indicated by the Engineer.

C3.6.3 Alterations, additions, extensions and modifications to existing works

The Contractor shall satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works (including modifications). If the Contractor finds any discrepancy, he shall immediately notify the Engineer in writing of the discrepancy before proceeding with any construction which may be affected by the discrepancy.

Should the Contractor detect any defect(s) in existing structures or works which are likely to affect the integrity or quality of work executed by himself, he shall immediately notify the Engineer in writing. The Engineer will inspect the defect(s) and, if necessary, issue an instruction regarding how the defect(s) are to be repaired. The Contractor shall then execute those repairs to existing structures or works which are prescribed by the Engineer.

C3.6.4 FEATURES REQUIRING SPECIAL ATTENTION**C3.6.4.1 Aids awareness**

The Contractor is to have sufficient signage regarding HIV/AIDS, notifying the workers of the dangers, and where to obtain the counselling etc.

C3.6.4.2 Site maintenance

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.4.3 Testing and quality control**C3.6.4.3.1 Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilized and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean a laboratory certified by the South African National Accreditation Systems (SANAS) or approved by the engineer in writing which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

C3.6.4.3.2 Additional testing required by the Engineer

In addition to the provisions of subclause C3.6.4.3.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.6.4.3.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

C3.6.4.3.3 Costs of testing**(a) Tests in terms of subclause C3.6.4.3.1**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.6.3.1 above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.6.4.3.1

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.6.4.3.1: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilized and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.4.4 Contractor supplied equipment

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Engineer's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Engineer's use on site.

Calibration or verification, by certified authorities shall be subject to the Engineer's approval:

- prior to the delivery of any equipment to the Engineer and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months

The calibration/verification certificate for each item of equipment shall be submitted to the Engineer for approval prior to its use or within seven (7) days of subsequent re-calibration/verification. Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

C3.6.4.5 Subcontractors

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

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

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

C3.6.4.6 Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

C3.6.4.7 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

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

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

C3.6.4.8 Workmanship and quality control

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

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

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

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

C3.6.5 ADDITIONAL SECTION

C3.6.5.1 JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

C3.6.5.2 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. The data that is required to be kept and maintained for each project includes:

C3.6.5.3 Beneficiary data

beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or another unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar day worked.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.6.5.4 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the

Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

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

C3.6.5.5 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

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

Alternatively,

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid. The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

C3.6.5.6 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.6.5 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "SD" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Sub-clauses are numbered sequentially. The clause reference to which a sub-clause refers, either to amend or to add to, is given after the sub-clause heading. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, no clause reference is given in the heading.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

1. Management

- 1.1 Although not bound in or issued with this document, the following Standardized Specifications for Civil Engineering Construction, as amended in the Project Specifications, form part of this document. (Notwithstanding Subclause 2.2 of SANS 1200A*, the edition specified below shall apply).

SANS 1200 A	-	1986: Preliminary and general
SANS 1200 AB	-	1986: Engineer's Office

- 1.2 The following Standard and Particular Specifications, as bound in this document, and as amended in the Project Specifications, shall apply:

Project Specific Health and Safety Specification
Environmental Best Practice Specifications: Construction

2. Construction

- 2.1 Although not bound in nor issued with this document, the following Standardized Specifications for civil Engineering Construction, as amended in the Project Specifications, form part of this document and, notwithstanding Subclause 2.2 of SANS 1200 A*, the editions specified below shall apply:

SANS 1200 A	:	Preliminary and general
SANS 1200 AB	:	Engineer'd Office
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 ME	;	Subbase
SANS 1200 MK	;	Kerbing and Channeling

Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.

Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications, which are not bound into the tender and contract documents.

Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SDA GENERAL**SDA 1 SCOPE**

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

SDA 2 INTERPRETATIONS**SDA 2.3 DEFINITIONS**

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

Except for references to the Bureau itself, and to the (official) SANS mark, the term "SANS" shall mean "SANS".

The term "Schedule of Quantities" and "Bill of Quantities" shall mean the same.

The term "Project Specification" shall mean that portion of the Scope of the Works that completes and/or amends the standardized and standard specifications.

(e) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 2.4 ABBREVIATIONS

- (a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

- (b) Other abbreviations

ADD THE FOLLOWING ABBREVIATIONS:

"MAMDD: Modified ASSHTO maximum dry density".

"TMH 1: Technical Methods for Highways 1".

SDA2-8 Items in Bill of Quantities - Principle (Subclause 2.8.1)

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or Specification Data".

Add the following paragraphs:

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

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

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

The Contractor shall be deemed to have based his tender on the technical data given in the Documents and, if in the performance of the Contract any circumstances shall differ from the said technical data, which difference causes delay or additional Cost, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.1.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices (if any) or in the specification, which rates and prices shall (except in so far as otherwise provided in the Contract) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the Works."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SDA 3 MATERIALS**SDA 3.1 QUALITY**

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

SDA 4 PLANT**SDA 4.1 SILENCING OF PLANT**

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

SDA4-2 CONTRACTOR'S OFFICES STORES AND SERVICES

ADD THE FOLLOWING ATE THE END OF SUBCLAUSE 4.2:

The latrine services required by the General Conditions of Contract and Clause 28 of the Construction Regulations, shall be of the chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

The suitable first aid services required in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

SDA 5 CONSTRUCTION**SDA5-1 Survey****SDA5-1.1 Setting out of the Works. (Subclause 5.1.1)**

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs and bench marks and inform the Engineer of any discrepancy.

Add to Subclause 5.1.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provisions of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.1."

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

SDA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS.

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.2:

"The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where:

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Engineer for the protection of the Works or for the safety or convenience of the public or others;

provided that, if the Engineer shall instruct the Contractor to provide any sign, signboard, light, barrier, barricade, fencing or watching not included in paragraphs (a), (b) or (c), such requirement shall constitute a variation by the Engineer in terms of Clause 6.4 of the General Conditions of Contract".

All temporary signs shall be of the type and size required for rural roads, as applicable, as specified in the "Southern African Development Community Road Traffic Signs Manual" and Chapter 13, [Roadworks Signing] of the South African Road Traffic Signs Manual".

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

SDA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" *WITH* "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," *AND INSERT THE FOLLOWING AFTER* "(Act No. 27 of 1956)": "as amended".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"SDA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**SDA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

SDA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

SDA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

SDA 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11.2 (GCC 2015) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 (GCC 2015) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.1 (GCC 2015) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2.1 (GCC 2015)."

SDA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract

SDA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

"SDA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 7 TESTING**SDA 7.1 PRINCIPLES****SDA 7.2 APPROVED LABORATORIES**

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (a) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."

SDA 8 MEASUREMENT AND PAYMENT**SDA 8.1 MEASUREMENT****SDA 8.1.1 Method of measurement, all sections of the Schedule**

IN THE SECOND LINE OF SUBCLAUSE 8.1.1, AFTER THE WORDS "standardized specification or in" ADD "BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS " the measurement and payment clause of the standard specification, particular specification or".

DELETE THE WORDS "and South West Africa".

SDA 8.1.2 Preliminary and General item or section**SDA 8.1.2.1 Contents**

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

SDA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items SDA 8.3 and SDA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract;
- erection, maintenance and removal of temporary fencing and barricades;
- dealing with water (Subclause 5.5);
- access to works (Subclause 5.8); and
- providing and maintaining the fire-fighting equipment, as well as training the work teams in their use."

SDA 8.2 PAYMENT

SDA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

SDA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

SDA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2015).

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11.1 (GCC 2015) of the Conditions of Contract amended to clause 6.11 of the variation of the conditions of contract, and this adjustment will be applied to the third instalment."

SDA 8.2.2 Time-related items

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of clause 5.12.3 of GCC 2015.

SDA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"SDA 8.3.1 Fixed preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.1.

Payment for "operation and maintenance of facilities for the Engineer", in accordance with Subclause 8.4.2.1 will not be authorized by the Engineer until the name board has been erected and approved.

SDA 8.3.2 Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.2."

SDA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

"SDA 8.4.1 Time-related preliminary and general charges Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.2."

SDA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"SDA 8.5.1 Works executed by the subcontractor

(a) Description of item to which Prime Cost Sum applies Unit: Prov Sum

(b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either:

(a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

for payment under the related subitem (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract, or

(b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2.

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

SDA 8.6 PRIME COST ITEMS

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"SDA 8.6 PRIME COST SUMS

(a) Description of item to which Prime Cost Sum applies Unit: PC Sum

(b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in subclause SDA 8.1.2.2 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

SDA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUBCLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5.1.1 (GCC 2015) of the Conditions of Contract."

ADD THE FOLLOWING ITEMS:

"SDA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE CONSTRUCTION REGULATIONS 2014)

Unit: sum

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in C3.6.1 (for CIDB document format). The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1230 PROVISION OF STRUCTURED TRAINING**CONTENTS****1 SCOPE****2 GENERIC TRAINING****3 ENTREPRENEURIAL SKILLS TRAINING****4 INSERVICE TRAINING****4 MEASUREMENT AND PAYMENT****1 SCOPE**

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

2 GENERIC TRAINING

- 2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.
- 2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Road safety for construction workers		
2. Flagmen		
3. Concrete handling, placing and finishing		
4. Guardrails		
5. Bituminous road surfacing		

- 2.3 Training shall be at or by an approved accredited organization and shall be delivered by suitably qualified and experienced trainers.
- 2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:
- (a) The name of the training institution and programme
 - (b) The manner in which the training is to be delivered.
 - (c) The numbers and details of the trainers
- Such details shall be entered on or attached to Form ##### included herein.
- 2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:
- (a) A suitable venue with sufficient furniture, lighting and power.
 - (b) All necessary stationery consumables and study material

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C## of this document (form ####)

3 ENTREPRENEURIAL SKILLS TRAINING

- 3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- 3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- 3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognized by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- 3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- 3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles	
2. Basic Supervision	
3. Running A Business	
4. Legal Principles	
5. Achieving Standards	

3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilized.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form ##### of the forms to be completed by the tenderer.

3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

3.9 All entrepreneurial training shall take place within normal working hours.

3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C## of this document, (form ###)

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

4. IN SERVICE TRAINING

4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

4.1.1 Details of in-service training

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilized.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

4.1.2 Lead time for training

The training of labour as specified shall as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract".

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5 MEASUREMENT AND PAYMENT		
	ITEM	UNIT
	E12.05 Provision for training	
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum
(c)	Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum
(e)	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	sum
(f)	Additional supervision during practical training	lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

2.1. B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of (insert time) and (insert time) and at other time as the need arises. His normal working day will extend from morning until (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
 - (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
 - (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
 - (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
 - (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 - (ix) To keep a daily written record of his interviews and community liaison.
 - (x) To attend monthly site meetings to report on labour and RDP matters.
 - (xi) All such other duties as agreed upon between all parties concerned.
 - (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

- (b) **Payment for the community liaison officer**
A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.
- (c) **Period of employment of the community liaison officer**
The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

2.2 COMMUNITY PARTICIPATION.

2.1 Purpose

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

2.2 Structure and Composition

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

2.3 Procedures

- 2.3.1 The PLC deals with labour and SMME involvement on the project and 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.
- 2.3.2 The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

2.4 Tasks of the PLC

- 2.4.1 To assist with community liaison and resolution of disputes.
- 2.4.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.4.3 To advise on and monitor labour issues.

2.4.4 To assist in resolving labour disputes.

2.5 Assistance to the PLC

2.5.1 The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day-to-day liaison with the communities directly affected by the project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2) COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT PLAN AND REGULATIONS PRODUCED BY EMPLOYERUnit: sum

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

"SDA 8.10 COMMUNITY LIASON AND COMMUNITY RELATIONS Unit: month

- a) A total amount of **R 7 500.00** is to be paid to the community liaison officer for the duration of the construction of this project.

Add this new clause:

"4.23 Community participation"

Community participation consists of engagement of Project Steering Committees (PSC).

A PSC will be established for the project, by the Ward Councilor.

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
 - Become involved in the daily operations of the contractor or interfere with the contract works.
- b) A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."
- c) Payment will be **R250.00** per member.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.11 Training of Targeted Labour

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- d) The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programme.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- e) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of d) above.
 - f) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
-
- (i) Technical Training Prov. Sum
 - (ii) HIV/AIDS Prov. Sum
 - (iii) Handling cost and profit in respect subitem B12.04(i) and (ii)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDAB ENGINEER'S OFFICE**SDAB 3 MATERIALS****SDAB 3.1 NAMEBOARDS**

REPLACE THE FIRST SENTENCE OF SUBCLAUSE 3.1 OF SABS 1200 AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract nameboards specified in C3.4.2.2.1 Facilities for the Engineer, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers with regard to size, painting, decorating and detail, and the requirements described hereunder. These name boards should be kept in good condition through the duration of the contract"

SDAB 3.2 OFFICE BUILDING(S)

REPLACE THE WORDS "as scheduled" IN PARENTHESIS IN THE FIRST LINE OF SUBCLAUSE 3.2 OF SABS 1200 AB WITH "as specified in C3.4.2.2.1 Facilities for the Engineer, AND REPLACE SUBCLAUSE 3.2(j) OF SABS 1200 AB WITH THE FOLLOWING:

"(j) a heater and fan or air-conditioning unit capable of both heating in summer and cooling in winter."

One office completes with furnishings as specified, must be provided by the Contractor for the Employer's Agent.

Although ski-cabins or similar structures will be acceptable as offices even if they might not comply with the requirements specified for floor area and ceiling height, the use of such structures will be subject to the approval of the Employer's Agent.

The Contractor shall be required to consult with the Employer's Agent prior to the supply and erection of the office.

SDAB3.3 CARPORTS

A carport to provide for two motor vehicles shall be erected adjacent to the Employer's Agent's office for exclusive use. The carport shall have side cladding and shall be constructed in such a way as to shelter the parked vehicles from the prevailing winds, sun and driven rain.

SDAB3.4 ABLUTION AND LATRINE FACILITIES

The Contractor shall, in addition to catering for his/her own staff, provide ablution and latrine facilities adjacent to the Employer's Agent's office for the exclusive use of the Employer's Agent and his/her staff. The facilities shall consist of a shower, hand washbasin and a water born latrine.

The facility shall be clean and maintained in a hygienic condition for the duration of the Contract.

SDAB3.5 HEATING AND COOLING FACILITIES (Sub-clause 3.2(j))

The Contractor shall supply and install in the offices specified under SDAB3.2 an air-conditioning unit with cooling and heating capacity of at least 2 500 k/cal.

SDAB3.6 REFRESHMENTS FOR THE EMPLOYER'S AGENT AND HIS/HER STAFF

Tea and/or coffee shall be provided by the Contractor for Employer's Agent, and the Employer's Agent's staff, at reasonable intervals throughout any working day for the duration of the Construction period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDAB 4 PLANT

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 4 OF SABS 1200 AB:

In terms of Sub-clause 4.1, the Employer's Agent allowed a PC sum of R 1,900 per month for the duration of the Contract to defray costs associated with cellular telephone expenses.

The Contractor shall arrange the provision of the Employer's Agent's on-site communication system. All costs and accounts shall be payable by the Contractor for the duration of the construction period. A WIFI facility with 10 GB per month data shall be provided in the Employer's Agent's Office and the cost of this shall be payable by the Contractor. The Contractor shall be required to bear the cost of transmissions and consumables such as paper, maintenance etc.

Upon completion of the Works the ownership of the WIFI facility shall revert to the Employer

“SDAB 4.2 SURVEY EQUIPMENT

The Contractor shall provide the following survey equipment for use by the Engineer.

- a) 1 x engineer's automatic level with tripod,
- b) 1 x level staff with staff bubble,
- c) 3 x ranging rods,
- d) 1 x builder's spirit level of length 900 mm,
- e) 1 x steel tape of length 30 m,
- f) 1 x pocket tape of length 5 m.

All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose.

In addition to survey equipment provided by the Contractor for the exclusive use of the Engineer and his staff, the Contractor shall make available for use by the Engineer, the survey equipment listed above at all times when such is reasonably required by the Engineer and his staff for the purposes of the Contract.”

SDAB4.3 FIRST-AID KIT AND PROTECTIVE CLOTHING

The Contractor shall provide and maintain, in compliance with the OHS Act and regulations (including the construction regulations 2003), on the Site of Works two first-aid kits to deal with unforeseen accidents and snakebite which may occur during the normal on-Site operations.

The Contractor shall provide two sets of safety helmets, safety footwear and rubber boots for the exclusive use of the Employer's Agent and his/her staff.

SDAB8.4.3.1 Personal & Other Protective Equipment

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any ### projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

MEASUREMENT AND PAYMENT

Add the following:

ITEM UNIT

SDAB8.4.3.1 Extra over sub-item for branding of EPWP PPE Lump Sum
Measurement shall be as specified for pay item SDAB8.4.3.1. of the standard specifications.

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDAB 5 CONSTRUCTION**SDAB5.1 NAME BOARDS**

Delete the words "on completion of the contract," and substitute it with:

"...by the end of the defects liability period, or at such other earlier time as the Employer's Agent may instruct or approve."

EPWP signboard

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

SDAB5.2 SERVICES FOR OFFICE AND ABLUTIONS

The Contractor shall provide, at his/her own cost, a constant supply of potable water and electric power to the Employer's Agent's office and ablutions facility.

Two survey assistants shall be allocated to the Employer's Agent by the Contractor. The assistants shall be able to read and write either Afrikaans or English and shall be available to the Employer's Agents as assistants at all reasonable times during the construction period

ADD THE FOLLOWING NEW SUBCLAUSE TO CLAUSE 5 OF SABS 1200 AB:

SDAB8 MEASUREMENT AND PAYMENT

SDAB8.2.2 Employer's Agent's Office' Unit: Sum

(Fixed Charge and Time Related Item)

The tendered sum for an office shall include all costs for the installation and maintenance and removal of carports (SDAB3.3), ablutions and latrine (SDAB3.4), heating and cooling facilities (SDAB3.5), refreshments (SDAB3.6), the installation and maintenance of computer facilities (SDAB 4.4), the provision of a first-aid kit and protective clothing (SDAB4.3), and services (SDAB5.2).

SDAB8.2.3 Employer's Agent's WIFI..... Unit: Sum

(Fixed Charge and Time Related Item)

The tendered sum for Employer's Agent's wifi shall include all costs for the installation and maintenance (SDAB 4.1) for the duration of the Contract. The Contractor will be required to bear all costs relating to telephone calls, data use and printing.

SDAB8.2.4 Survey Equipment and Assistants..... Unit: Sum

(Fixed Charge and Time related item)

The tendered sum shall include all costs for the supply and maintenance of the survey equipment (SDAB4.2) and the employment of assistants for the Employer's Agent (SDAB5.5).

SDAB8.2.5 Digital Camera Unit: Sum

(Prime Cost Item)

The tender sum shall include all costs for the supply, service and maintenance of the camera as specified in SDAB4.5.

SDAB8.2.6 Name Board..... Unit: ProvSum

(Fixed Charge and Time related item)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The actual cost to the Tenderer shall include all costs for the supply, maintenance and removal of two nameboards (SDAB3.1) from the provisional sum allowed by the Employer's Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDC SITE CLEARANCE**SDC 3 MATERIALS****SDC 3.1 DISPOSAL OF MATERIAL**

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.

SDC 5 CONSTRUCTION**SDC 5.2 CUTTING OF TREES****SDC 5.2.3 Preservation of trees****SDC 5.2.3.2 Individual trees**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 500,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

SDC 5.3 CLEARING

Clearing shall include the loading, removal and disposal of garbage as directed by the Employer's Agent.

SDC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

SDC 5.10 DEMOLITION OF CONCRETE

The Contractor is to ensure that forces caused by the demolition process do not induce stress on the remaining parts of the structures or on other existing structures that may cause cracking. Use is to be made of suitable energy absorbing materials during the demolition process. The structures/sections of structures to be demolished are indicated on the drawings. The strength of the existing reinforced concrete is to be expected to be in excess of 30 MPa.

The Contractor may only proceed to cut reinforcing upon written instruction of the Employer's Agent. The Contractor is to submit a proposed work method and planning schedule for each type of demolition to the Employer's Agent for approval before work commences.

The following types of structures are to be demolished:

- Mass concrete
- Rectangular openings of various sizes in reinforced concrete walls with varying depths – typically the existing sand filter floors.
- Bulk reinforced concrete demolition such as a plinth, sections of structures or complete structures
- The breaking of concrete shall be to lines as indicated on the drawings.

The following methods of demolition will not be permitted:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The use of thermal lancing
- The use of any explosion method
- The use of poisonous chemicals

The following methods of demolition shall be considered **as acceptable**:

- Diamond impregnated wire or blade sawing
- Jack hammers
- Wood peckers or nibblers
- Hydro cutting
- Air cutting
- Any other method as indicated by the Employer's Agent

SDC 5.11 DEMOLITION OF BUILDING WORK

The Contractor is to ensure that the demolition process does not induce stresses on the existing structure that may cause cracking of the concrete. Use is to be made of energy absorbing materials under the demolition area to protect existing concrete surfaces. The building work to be demolished is indicated on the drawings. All material to be stored in a designated store and no materials shall be taken off site without consent from the Employer's Agent or Employer.

SDC 8 MEASUREMENT AND PAYMENT

SDC 8.2 PAYMENT

SDC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square meter to the nearest square meter"

ADD THE FOLLOWING:

"The rate tendered for clearing and grubbing shall cover the cost of disposal and the total haulage cost of the material off the site as directed in SDC 3.1 and the protection of erf pegs"

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

"SDC 8.2.11 Take down and re-erect existing fences

Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN
EXT 12&13.

Amendments made to COTO are included in the following Sections:

CHAPTER 1	:	GENERAL
CHAPTER 2	:	SERVICES
CHAPTER 3	:	DRAINAGE
CHAPTER 4	:	EARTHWORK AND PAVEMENT LAYERS: MATERIALS
CHAPTER 5	:	EARTHWORK AND PAVEMENT LAYERS: MATERIALS
CHAPTER 6	:	CONCRETE LAYERS
CHAPTER 8	:	PRETREATMENT AND REPAIR OF EXISTING LAYERS
CHAPTER 11	:	ANCILLARY ROAD WORKS
CHAPTER 15	:	Reserved for future use
CHAPTER 16	:	Reserved for future use
CHAPTER 17	:	Reserved for future use
CHAPTER 18	:	Reserved for future use
CHAPTER 19	:	Reserved for future use
CHAPTER 20	:	QUALITY ASSURANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B1100 : DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Works Conditions applicable to this Contract shall be the *Conditions of Contract for Construction Works*, Third edition, 2015.

All references to the COTO General Conditions of Contract 1998 in the *COTO Standard Specifications for Road and Bridge Works for State Road Authorities*, 1998 are to be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in the table hereunder. The context of the reference to the GCC is also noted.

The Contractor shall note that 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 Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COLTO Standard specifications		COLTO General Conditions of Contract, 1998 (GCC)		General Conditions of Contract for Construction Works, Third edition, 2015	
Clause number	Page number	Clause number	Description or reference	Clause number	Description or reference amended to
1115	1100-2		Definition of GCC		Definition GCC 2015
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2015
1206	1200-3	14	Setting out of works		Clause amended in 1206 of specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2015
1209(e)	1200-5	52	Valuation of material brought onto site	6.10	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of practical completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2015
1303(iii)	1300-1	49	Price adjustment item 13.01(a)	6.8	Price adjustment item 13.01(a)
1303(iii)	1300-2	49	Price adjustment item 13.01(b)	6.8	Price adjustment item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303(iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment item 13.01(c)	5.3	Payment item 13.01(c)
1303	1300-2	45	Payment item 13.01(c)	5.12	Payment item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	6.4	Variation for rented accommodation
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Item 15.09	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Item 15.11	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC sums		General reference to GCC, PC sums
Item 45.06	4500-3		General reference to GCC, PC sums		General reference to GCC, PC sums
5803(c)	5800-3	40	Variation, for landscaping	6.4	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	6.4	Variation, for grassing
Item 58.10	5800-10	48	Payment for extra work	6.6	Payment for extra work
8103(c)	8100-1	40	Variation, for testing material	6.4	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, provisional sums		General reference to GCC, provisional sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15	Clearance of site on completion, with reference to core drilling

B1155 WORK IN RESTRICTED AREAS

Add the following:

"Any omission of payment items from the schedule of quantities with regard to additional or extra over payment for work in restricted areas should be regarded as deliberate and any additional cost incurred shall be included in the bulk rate."

Add the following clauses:

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

"B1156 OTHER DEFINITIONS

The COTO Standard Specification for Roads and Bridges has been written for all Contractors, Employers and Employers Agents. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower-case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalized and non-capitalized words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract, the following definitions shall apply:

Contractor

The Contractor and the contractor are the same persona defined under clause 1.1.1.9 of the General Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

Employer

The Employer and employer is the same persona and is defined in C1.2.2 Contract Data, and clause 1.1.1.15 of the General Conditions of Contract.

Employers Agent

The Employers Agent and employer's agent is the same persona and is defined in C1.2 Contract Data, and clause 1.1.1.16 of the General Conditions of Contract.

Site

The site is defined in clause 1.1.1.29 of the General Conditions of Contract. It is bound by the limits of construction as shown in the drawings (if any) or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All haul roads constructed by the Contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The Contractors and his Sub-Contractors camp sites
- Site used for storage of material and equipment for use in the permanent works.
- Areas required for temporary access roads only when approved by the Employers Agent.

Works

The works is described in Part C3 of this document and is as defined in clause 1.1.1.33 of the General Conditions of Contract.

Prime cost

Is a specific type of Provisional Sum for which payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs and profit in providing the item or services as per sub-clause 6.6.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Provisional Sum

Is a sum which is specified in the contract as a provisional sum, for the execution of any part of the works or the supply of plant, materials or services under sub-clause 6.6

B1157 SABS/SANS SPECIFICATIONS

Where reference is made in this specification or the standard specifications to SABS/SANS specifications, the latest published national standard shall be applicable. Use:

[https://www.sabs.co.za/content/uploads/files/SABS%20Catalogue%20February%202012%20\(abridged\).pdf](https://www.sabs.co.za/content/uploads/files/SABS%20Catalogue%20February%202012%20(abridged).pdf)

for the most up-to-date versions of the various standards.

B1158 AGGREGATE SIZE

Where reference is made in this specification or the standard specifications to aggregate size, nominal aggregate size or maximum aggregate size, the aggregate size as listed shall be replaced with the new corresponding aggregate size as indicated in the following table:

Aggregate size	New aggregate size
26,5	28
19	20
13,2	14
9,5	10
6,7	7
4,75	5
2,36	2
1,18	1

B1159 COMMERCIAL SOURCE

A source of supply of materials which is chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

"B1160 REPAIR

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

B1160 LABOUR-OPTIMISING CONSTRUCTION

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce the standard of construction required by the specifications. Therefore, the economic substitution of plant and mechanical equipment with available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

B1161 STRESS-ABSORBENT MEMBRANE INTERLAYER (SAMI)

A layer of stone chippings and bitumen rubber constructed between successive pavement layers for the purpose of absorbing stress.

B1162 PROCESS CONTROL

Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

inspection and approval by the Engineer. All cost deemed to be included in the tendered rates.

B1163 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already constructed in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer.”

B1164 FREE HAUL DISTANCE

The free-haul distance in regard to any material which is moved shall be 1,0 km.

B1165 CLASSES OF EXCAVATION

No distinction will be made between soft and intermediate excavation.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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CHAPTER 1: 1.1 GENERAL PREMABLE**B1202 SERVICES**

In the final paragraph, replace "clause 15" in the second line with "clause 5.6".

In the second paragraph, delete the word "utility" at the end of the second line.

A number of existing services occur within the extent of the works that will affect the Contractor's programme of work. It is therefore of the utmost importance for the Contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the Contractor due to services crossing the site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the works.

Drawings provided indicate all known services on the site. However, before any work can commence the Contractor shall verify the actual position of each station and bring to the attention of the Employers Agent any service that is not recorded. As the Contractor is not authorized to remove or replace these facilities he shall:

- i) Give preliminary notice, in writing to the relevant service provider, that the services on the site will require removal or protection prior to works being carried out in the vicinity of each station. The Contractor shall advise the service provider of
 - a) The number of services, their locations and station ID numbers and
 - b) The proposed dates when work will commence in the vicinity of each service.
- ii) In addition to the above preliminary notice, give the service provider 14 days written notice of the intention to commence work in the vicinity of each facility.
- iii) Upon completion of the work in the vicinity of each facility, the Contractor shall notify the service provider, in writing, that work is complete and the service may be reinstated.

Any delay resulting from the removal/replacement of a service shall not be the subject of a claim, it being deemed that the Contractor shall employ the services of the service provider as a subcontractor.

No payment will be made for inconvenience to the Contractor due to services crossing the site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the works.

"BC1.2.4.1 COMMUNITY LIASON AND COMMUNITY RELATIONS

Unit: month

- a) A total amount of R 5000.00 is to be paid to the community liaison officer for the duration of the construction of this project.

Add this new clause:

"4.23 Community participation"

Community participation consists of engagement of Project Steering Committees (PSC).

A PSC will be established for the project, by the Ward Councillor.

The functions of the PSC will be to:

- Assist in monitoring the project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
 - Become involved in the daily operations of the contractor or interfere with the contract works.
- d) A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."

- b) Payment will be R250.00 per sitting.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"BC 1.2.4.2 Training of Targeted Labour

- g) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- h) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- i) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- j) The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programme.
- k) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of d) above.
- l) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Technical Training

Prov. Sum

HIV/AIDS

Prov. Sum

Handling cost and profit in respect subitem B12.04(i) and (ii)

B1204 PROGRAMME OF WORK SERVICES

Insert the following before the first paragraph:

"A network-based programme in accordance with the precedence method shall be provided, showing the various activities in such detail as the Engineer may require. The programme shall be updated monthly in accordance with the progress made by the Contractor."

a) General requirements

Add the following as a continuation of the first paragraph:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"In drawing up the programme the Contractor shall make allowance for the following:

- i) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- ii) The following embargo hours and days:
Sundays, Public Holidays and election days.
Year-end closure.
- iii) The following restricted working conditions:
 - The construction site is located in an urban area.
- iv) Training of the Contractor's staff by the Employer, refer to Appendix C. The majority of the training will be carried out during the first half of the construction period. Training will be given at regular intervals in the second half of the construction period."

b) Programme of work

Insert the following after the first sentence of the second paragraph:

"The programme shall include the following details:

- i) A work breakdown structure that identifies all major activities.
- ii) Scheduled start and end dates for each activity.
- iii) Linkages between activities that clearly identify sequence, floats and critical path.
- iv) Intended working hours and resource allocations (plant and labour).
- v) Monthly cashflow projections.
- vi) Key dates in respect of information required or due delivery."

Add the following sub-clause:

"c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand.

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The Contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the Engineer approves the quality plan.

Quality Control shall be carried out according to **Scheme 2**, as specified in Section 8300 of COTO."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Delete the second, third, fourth and fifth paragraphs and replace with the following:

"The Contractor shall submit the quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. Once accepted by the Engineer the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete "clause 14" in the first paragraph.

Delete "and of Clause 14 of the general conditions of contract" in the sixth paragraph.

Add the following paragraph:

"The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be the Contractor's responsibility and included in the tender rates."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the third paragraph and replace with the following:

"All signboards erected in accordance with the drawings shall be removed at the same time as the de-establishment of the Contractor's camp. Payment under subitem B13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed. A typical signboard layout is shown in Volume 4 of the Contract documents."

BA1.12 TAKING-OVER CERTIFICATE

ADD THE FOLLOWING PARAGRAPHS AFTER ITEM (H):

"In addition to the above itemized sections of the works and regardless of the degree of beneficial occupation by the Employer, the outstanding works contained in the lists produced by the Contractor and the Employers Agent shall be considered for practical completion only if the following criteria have been met:

- (i) The estimated cost to complete the listed outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (ii) The written lists of outstanding items of work can be completed within 28 days of the lists having been issued.
- (iii) Any information in the Contractor's possession, which is required by the Employers Agent and has been requested in writing, has been supplied.

If any of the listed criteria (i) through (iii) are not met at the date of the Contractor's notice of application, the Employers Agent is to reject the application without providing any corresponding list of outstanding work. If an application is rejected, the Contractor shall rectify what has been identified as deficient before submitting a new notice of application."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BA1.2.3.2 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

ADD THE FOLLOWING AS LAST PARAGRAPH TO SUB-CLAUSE (d):

"These written statements shall be handed to the Employers Agent before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the Defects Notification Period will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Employers Agent."

UNDER SUB CLAUSE (e) REPLACE THE OPENING PARAGRAPH WITH:

"Should the Contractor use land not provided by the Employer for the purpose of his own establishment, Employers Agent's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

AND ADD THE FOLLOWING SUBSUBCLAUSE:

"(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by Contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding Contractor.

(vii) That copies of lease agreements shall be submitted to the Employers Agent prior to signature by the signing parties, and copies lodged with the Employers Agent after signing. Notwithstanding the Employers Agent's approval of the conditions of a lease the Contractor shall be solely responsible for adherence to the terms of the agreements."

(viii) Adherence to the principles of the environmental management plan and legal obligations".

ADD THE FOLLOWING SUB-CLAUSE:

"f) Cleaning of public roads

Where material is spilled on public roads during the haul of material, the road shall be cleaned immediately."

BA1.2.3.4 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

CHANGE THE EXISTING HEADING OF CLAUSE 1215 TO READ AS FOLLOWS: "EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER" AND REPLACE THIS CLAUSE WITH THE FOLLOWING:

"Delays caused by inclement weather events may be considered as extension to the time for completion only if the Employers Agent agrees that the event (and not the consequence of the event) occurred during the working hours of a working day (based on a twenty three (23) day working month) within the contract period and caused all progress on an item or items of work on the critical path of the Contractor's approved programme (including revisions thereof) brought to a halt. Each day, or portion of a day so agreed will accrue as 'n' days of delay over the duration of the contract. The summary of accrued agreed 'n' delays shall be recorded at each site meeting.

In the case of the inclement weather event being rainfall, no limitation is placed on the quantity, severity or duration of the event as being the cause of delay except, if it is an exceptional climatic condition then it shall not be measured as a delay event under this clause, but shall be considered for delay under the general conditions of contract clause 5.12. Expressly excluded from the measurement of 'n' days are consequential delays, which are taken to mean delays to critical path activities attributable to the weather event but occurring after (i.e. outside of and distinctly separate from) the duration of the weather event itself.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall make provision in his approved programme (including revisions thereof) of work for expected N working days caused by inclement weather. This provision shall be shown as a terminal float on the approved programme. Any extension to the time for completion caused by inclement weather delays will only apply once the agreed cumulative 'n' delays exceed $N = \sum n$ days. On this contract $N = 24$

"For the purpose of calculation and extension of time due to climatic conditions in terms of clause 5.12.2.2 of the General Conditions of Contract the number of days in excess of the number of working days anticipated to be lost due to climatic conditions shown in Table B1215/1 shall be taken into account:

Table B1215/1: ANTICIPATED DAYS LOST DUE TO CLIMATIC CONDITIONS

MONTH	WORKING DAYS
January	3
February	4
March	4
April	2
May	1
June	1
July	1
August	1
September	1
October	2
November	3
December	1

The Employers Agent will certify a day lost due to climatic conditions only if:

No work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day or if;

Only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Employers Agent as lost due to climatic conditions, less the number of days in Table B1215/1. The total extension of time for the contract will be the sum of the monthly extensions.

Extensions of time for a six-day working week and portions of a month shall be calculated pro rate.

If approved extensions of time extend the completion date beyond the start of the Christmas shut-down as defined in the Appendix to Tender, the holiday period shall not be considered as working days. Any remaining extension of time shall be calculated from the first working day in January the following year."

BA1.2.3.22 WAYLEAVES/AGREEMENTS AND PERMITS

Add the following after paragraph 3:

"Although the information provided here will assist the Contractor in selecting the necessary machinery and construction water requirements, it is still the responsibility of the Contractor to ensure that he familiarize himself with the condition on site. No claims relating to the improper use of equipment or the compaction of sand will be entertained."

BA1.2.3.21 Water

ADD THE FOLLOWING:

"Water for use on site other than municipal, shall be subject to the required permit from Department of Water Affairs (DWA). This shall include such extraction points as rivers, dams, streams, and boreholes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Use Table B1219 below to determine the suitability of water for construction purposes.

TABLE B1219: WATER CLASSIFICATION FOR CONSTRUCTION: TESTING

Property	Unit	Water Quality Classification Code						Method
		H0	H1	H2	H3	H4	H5	
		Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralized chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc. water	
PH*	-	7.0	5.7 – 7.9	4.5 – 6.5	4.5 – 8.5	9.0	-	SABS M113 SM 11 - 1990
Dissolved solids*	ppm	0	1000	1500	3000	-	-	SABS 213 SM213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2000	2000	5000	-	-	SABS 1049 SM 1049 – 1990
Electrical conductivity	mS/m	0	200	200	500	-	-	SABS 1057 SM 1057 – 1982
Sulphates (SO ₄)	ppm	0	200	300	500	1000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SABS 202 SM 202 – 1983
Alkali Carbonates (CO ₃) & Bicarbonates (HCO ₃)	ppm	0	500	1000	1000	2000	-	SABS 241 – 1999
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SABS 833
Quality of water required		Untreated layer works	✓	✓	✓	✓	Investigate the effect on the quality of the material	
		Chemically treated layer works	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete mass	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete prestressed	✓	✓	References: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)			
		Slurry & emulsion	✓	✓				
		Soil/gravel tests	✓	✓				
		Chemical or control tests	✓	✓				

- A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.
- The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0

BA1.2.7.5 USE OF EXPLOSIVES

REPLACE PARAGRAPH (g) WITH THE FOLLOWING:

"The contractor shall, seven (7) days before each blasting operation is carried out, advise the Employers Agent thereof in writing. Any such blasting operation shall be confirmed with the Employers Agent twenty-four (24) hours prior to execution. The contractor shall make all the necessary arrangements to keep the public and the provincial traffic authorities fully informed with regard to the closures of the road for blasting purposes."

ADD THE FOLLOWING PARAGRAPH:

"Where blasting needs to be carried out within the road reserve of the existing road, it shall only be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

allowed between 11:00 and 14:00. The road may not be closed for a period longer than thirty (60) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic. Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the Employers Agent."

B1223 WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES

ADD THE FOLLOWING:

"The official specifications referred to shall be the latest edition of Specification E7, Part 2, of Transnet Limited.

The contractor shall prepare detailed drawings to indicate exactly which methods (including any phased work required) will be used to dismantle the existing road-over-rail bridge and to construct the new road-over-rail bridge.

Site work in connection with structures over railway lines shall not commence before the said drawings have been approved by Transnet Limited. No additional payment will be made nor will any claims be considered due to delays or inconvenience that may arise if the provisions of the E7 Specification of Transnet Limited have not been complied with.

The contractor shall make provision in his tendered rates and sums for arrangements to accommodate the rail traffic and occupy the railway reserve, and to prepare and submit the drawings as specified."

BA1.2.3.5 HANDING OVER OF ROAD RESERVE

ADD THE FOLLOWING PARAGRAPH:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of Section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the Employers Agent shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.

In addition to the specified repairs, the Contractor shall also carry out any maintenance work within the road reserve that the Employers Agent may require. Such maintenance shall typically comprise the clearing and repair of drainage, any structural damage caused by traffic during the contract period and the maintenance of existing road signs.

Any such work shall be as ordered by the Employers Agent and shall be carried out as daywork."

BA1.2.3.7 LEGAL AND CONTRACTUAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC AND THE EMPLOYER

ADD THE FOLLOWING NEW PARAGRAPH:

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in the project specifications, bill/schedule of quantities/pricing schedule and drawings, as well as in the employers' health and safety specifications (regulation 4(1) of the Construction Regulations 2014, which are bound in the contract document/will be issued separately by the employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above-mentioned plan or regulations.

A payment item is / Payment items are included in the bill/schedule of quantities/pricing schedule to cover the Contractor's cost for compliance with the OHS Act and the above-mentioned regulations".

B1229 SABS CEMENT SPECIFICATIONS

DELETE THIS CLAUSE.

ADD THE FOLLOWING TO THIS SUBCLAUSE:

"Where reference is made in this Specification or the Standard Specifications to the cement specifications, eg SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SANS ENV 197-1 Cement composition, specifications and conformity criteria Part 1: Common cements.

On this contract CEM II/B-L 32.5N cement shall be used.

ADD THE FOLLOWING NEW CLAUSES:

"BA1.2.5 MATERIALS

(a) General

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Employers Agent with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Employers Agent's office on the site free of charge.

Where materials are specified under trade names tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the Employers Agent may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Employers Agent (or other persons authorized by the Employers Agent) at all reasonable times, and the Employers Agent shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

(b) Banned materials

No tar fluid products shall be used in the construction works.

B1231 REPORTING OF ACCIDENTS/INCIDENTS

The Contractor shall report every accident/incident which occurs on the road, within the extent of the works, to the Employers Agent, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The Employers Agent has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The Contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such record available to the Employers Agent on demand.

BA1.2.5.2 MIX DESIGNS

Before commencing with certain construction activities, the Contractor shall, except where specified otherwise in the relevant construction sections in the Scope of Works, apply the following procedures with regards to mix designs:

Taking and submitting samples of the relevant materials.

Undertake the required mix design(s) or allow the Employers Agent to undertake them.

Produce, where required, laboratory, production/plant and/or trial mix(es).

Undertake the required adjustments to the mix design(s) and reproduce required laboratory, production/plant and/or trial mix(es).

Complete trial section(s) where required.

Await the Employers Agent's approval of the mix design(s) and trial section(s).

1.1.2 LABOR ENHANCEMENT

(a) General

The following provisions shall apply in respect of those portions of the works that are specified in C3.1.3 to be executed using labour-optimising construction methods.

(b) Restrictions on the use of electrical and mechanical plant and equipment

Except to the extent specified in Part C1.2 Annexure D, Part C3.1.3 and Part 3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.1.3 and Part 3.3 that are to be constructed by labour-optimising construction methods; provided always that the Employers Agent may at his sole discretion and at any time, or upon receipt of a fully motivated written application from the contractor, authorize the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the execution of such portions of the works otherwise required, in terms of Part C3.1.3 and Part 3.3, to be constructed using labour-optimising construction methods only.

(c) Classification of excavations

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

(i) Excavations which are:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

not specified in Part C3.1.3 and Part 3.3 as required to be executed using labour-optimising construction methods; and

specified in Part C3.1.3 and Part 3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the project specifications, either with the prior authorization of the Employers Agent or in breach of the provisions of the specifications, shall be classified in accordance with the provisions of the standard specifications.

(ii) Excavations which are specified in Part C3.1.3 and Part 3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1233/1.

TABLE B1233/1: CLASSIFICATION OF EXCAVATION

Classification	Number of blows required for a DCP penetration of 100 mm	
	Granular soil	Cohesive soil
Soft	≤30	≤ 10
Hard	> 30	> 10

(iii) Where only excavation in soft material is required in terms of Part C3.1.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of sub subclause (ii) above, and the excavation beyond the cut-off point shall be in terms of sub subclause (i) above.

(iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the Employers Agent, or in accordance with a concession granted by the Employers Agent or through default of the contractor, shall be made in terms of sub subclause (i) above.

B1234 TRAINING

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in elsewhere in this document. The contractor's selection of the candidates shall be approved by the project liaison committee and the Employers Agent, subject to the required entrance levels. All training courses must be offered through approved accredited training organizations.

The contractor shall provide the following for the training:

- (a) A venue with sufficient lighting, electric power points and furniture
- (b) All necessary stationery, consumables and study material
- (c) Transport to and from the training venue if the training is not delivered on site
- (d) Wages for candidates attending Engineering (technical) skills training during working hours
- (e) Payment to approved training organizations for the provision of training.

NB: Only technical skills may take place during normal working hours. All training courses shall commence within one month of handing over the site and be complete before the end of the contract period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BC2.1.30 PROJECT LIAISON OFFICER (PLO)

The contractor or his appointed agent will appoint a project liaison officer (PLO) after consultation with the local communities, the Employers Agent and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the project liaison officer

The project liaison officer's duties will be:

- (i) To be available on site daily between the hours of 08:00 and 12:00 and at other times as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employers Agent to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in this document (forms to be provided by TLM).

(b) Payment for the project liaison officer

A special pay item is incorporated in Section 1200 of the bill of quantities relating to payment of the liaison officer on a provisional sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the PLO shall be determined by the employer in terms of the Sectorial Determination 2: Civil Engineering Sector (Task Grade 3).

(c) Period of employment of the project liaison officer

The period of employment of the project liaison officer shall be as decided upon jointly by the contractor, Employers Agent and employer at a maximum period of a six months basis, but with the option of renewal.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

B1235 SUBCONTRACTORS

Over and above the stipulations of the Conditions of Contract, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the Employers Agent. Subletting shall in all cases be critically considered by the Employers Agent.

In addition to the provisions of the Conditions of Contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the Employers Agent. Subcontracting shall in all cases be critically considered by the Employers Agent. The Employers Agent reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1236 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the contractor to be deemed as included in his General Obligations rates in Section 1300 of the bill of quantities.

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

B1237 OWNERSHIP OF REDUNDANT ROAD SIDE FURNITURE AND OTHER MATERIALS

Ownership of all redundant road side furniture and other materials will remain the property of the Employer unless otherwise specified by the Employers Agent and shall be taken to the Municipality

B1238 UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

B1239 MEASUREMENT AND PAYMENT

Item	Unit
BC2.1.29 Training	
(a) Engineering (technical) skills	provisional (Prov) sum
(b) Training venue	Lump Sum
(c) Remuneration of workers undergoing technical skills training.....	provisional (Prov) sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) Construction handling costs, profit and all other charges in respect of subitems B12.01 (a) & (c)

- (i) Engineering (technical) skills.....percentage (%)
- (ii) Remuneration of workers undergoing technical skills training..... percentage (%)

Payment under subitems B12.01(a), shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the Conditions of Contract.

The lump sum tendered for subitem B12.01(b) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of all the training programme specified in the document.

Payment under subitem B12.01(c) shall be the actual sum paid to workers undergoing technical skills training. The contractor will not be reimbursed directly for his administrative costs which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for subitem B12.01(d) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.01(a), and (c) and shall be in full and final compensation in respect of the contractor's handling costs, profit, mentoring, record-keeping, reporting and all other charges in connection with providing the services.

BC2.1.30 Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:

- (a) Project Liaison Officer..... provisional (Prov) sum
- Project Liaison Committee..... provisional (Prov) sum

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the remuneration of the Project Liaison Officer and Committee.

BC2.1.31 Penalties

- a) Targeted Labour..... percentage point

The penalty for item (a) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

The penalty for failure to achieve the Contract Participation Goal shall be applied at a rate of 100% of the value by which the accumulative value of the measurable elements fails to meet the tendered CPG in the table below and shall be applied on a pro-rata basis according to a monthly evaluation of achievements against the targets tendered by the contractor in T2.3.5 item 6 broken down to monthly expenditure.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A further penalty for failure to achieve the Contract Participation Goal in terms of training shall be applied at a rate of 100% of the value by which the accumulative value of the measurable elements fails to meet the planned training targets, based on the Provisional Sum amount, as submitted by the Contractor within 22 working days as specified in clause 5.3.1 of the contract data. The training penalty shall be applied on a pro-rata basis according to a monthly evaluation, starting the second month of the contract, of achievements against the targets planned by the contractor.

BC2.1.32 Excavation for existing services:

Excavation and carting away of excavated material in search of existing services in soft material situated in the following depth ranges:

- (i) 0m to 2m..... cubic meter (m3)
- (ii) 2m to 3m..... cubic meter (m3)

Extra over B12.04(a) for excavation in hard material in close vicinity of services using picks, jackhammers, power tools etc. were no blasting or machine excavation is permitted..... cubic meter (m3)

The unit of measurement shall be the cubic meter of material excavated between the various depth ranges to locate existing services.

The tendered rate shall include full compensation for plant, equipment to carry out the work, loading, transporting (including all haul), unloading and disposing of the material at approved dumping sites provided by the contractor.

BC2.1.33 Protection, removal, realignment and replacement of services

(a) Utility Services/Telkom, Fibre Optic Cables:

- (i) The protection, removal, realignment and replacement of Services..... prime cost (PC) sum

(b) Utility Services

- (i) The protection, removal, realignment and replacement of Services..... prime cost (PC) sum

(c) Utility Services/ Centlec

- (i) The protection, removal, realignment and replacement of Services.....prime cost (PC) sum

- (d) Handling costs and profit with respect to item B12.04(a), (b) & (c).....%

The prime cost items shall be paid in accordance with the provisions of the General Conditions of Contract as amended by Particular Conditions of Contract. The tendered percentages are percentages of the amount actually spent under the prime-cost items, which shall include full compensation for the profit in connection with providing the specified service.

BC2.1.34 Name Boards (x2) Unit

The lump sum tendered for subitem B12.06 shall include full compensation for the procurement of all material, delivery to site and installation of sign boards as per drawings at position indicated by the Employer. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the contractor has met all his obligations as specified in the contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BC2.1.36 Installation of new street lights complete including cabling, excavations and backfill too Electrical Engineer's Specification provisional sum

The unit of measurement shall be the above items is for payment to service providers and their sub-contractors for the installation and relocation of the street lights.

The tendered rate shall include full compensation for furnishing and erection of the street lights, including the cabling, excavations and backfill as detailed on the drawings.'

BC2.1.37 Handling Cost and Profit on Item B12.07..... %

The percentages tendered for subitem B12.08 shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.07 and shall be in full and final compensation in respect of the contractor's handling costs in connection with providing the service.

BC2.1.38 Signalized intersection provisional sum

The unit of measurement shall be the above items is for payment to service providers and their sub-contractors for the installation of traffic signals.

The tendered rate shall include full compensation for furnishing and erection of the traffic lights, including the sleeves, cabling, excavations and backfill as detailed on the drawings and setting of the traffic signals according to the approved drawings.'

BC2.1.39 Handling Cost and Profit on Item B12.07..... %

The percentages tendered for subitem B12.010 shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.08 and shall be in full and final compensation in respect of the contractor's handling costs in connection with providing the service."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 1: 1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

GENERAL REQUIREMENTS

(i) Legal and Contractual Requirements and responsibilities to the public

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"Before the establishment of the Contractor's camp at an approved site, the area will first be fenced off and, if required by the Employers Agent, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700

ADD THE FOLLOWING AS A SECOND PARAGRAPH

"Legislation imposes mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment. To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

Section C3.3 of the Scope of Works contains provisions that regulate the Contractor's construction methods for compliance with Government's initiatives towards black economic empowerment. It also contains information on criteria used in the procurement process. No separate payment mechanism has been made available for the Contractor to allow for his compliance with relevant black economic empowerment legislation. The Contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties."

Section C4.3 of the Site Information contains the Environmental Management Plan (EMPI) for this project. Its provisions regulate the Contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. Payment subitem B13.01(d) makes allowance for the Contractor to price for environmental compliance duties as well as the duties of the Designated/dedicated Environmental Officer (DEO) as prescribed in this section The contractor shall comply with all statutory and contractual requirements of the Environmental Management Programme.

Section C1.2 Annexure C of the Contract Data contains the specifications that regulate the Contractor's construction methods so far as to ensure health and safety of his employees and of the public. New pay item has been made available under this section to allow the Contractor to make separate provision for the cost of health and safety measures during the construction process.

ADD THE FOLLOWING NEW SUBCLAUSES:

"(d) Safety of Contractor's and sub-Contractor's workforce

The Contractor is responsible for the safety of its workforce and for the safety of subcontract employees employed on the site.

(e) Contractor's ablution facilities

"The Contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the Employers Agent. No separate payment shall be made for this requirement and it shall be deemed to be included in the rates tendered for the Contractor's time-related obligations."

(f) Monthly reporting

When submitting any information required and interim certificates for payment, the Contractor shall use the Employer's standard forms and formats. No payment can be made before the Contractor is registered as a vendor on the Employer's system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall submit payment certificates for all work rendered in the Employer's financial year within that specific year.

The Contractor shall submit and update on a monthly basis all the appendices to the site meeting minutes and a cash flow forecast for the works.

The Contractor shall complete monthly reports regarding training, empowerment, capacity building, small Contractor development, labour and staff returns and any such aspects on the Employer's standard forms. This information shall also be reported on monthly for all sub-Contractors employed.

The above information shall form part of supporting documentation required for making interim payments in terms of the General Conditions of Contract.

Allowance has been made for these requirements in the Pricing Schedule under pay item B13.01(e) Monthly Reporting. Failure to comply may result in payments being withheld"

(f) EPWP signboard

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

PART C MEASUREMENT AND PAYMENT

Item	Unit
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BC1.2.1 The Contractor's establishment including general obligations

ADD THE FOLLOWING PAY SUB-ITEM:

“(2.1)	Environmental obligation	month
“(2.2)	Monthly reporting cost	month
“(2.5)	Security on site	month

INSERT THE FOLLOWING PARAGRAPH AFTER THE FOURTH PARAGRAPH:

"Should the combined total tendered for subitems (a), (b), and (c) exceed 15% of the tender sum (excluding CPAF, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner."

ADD THE FOLLOWING SUB-SUB-CLAUSE DEFINING THE CONTRACTOR'S GENERAL OBLIGATIONS:

“(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Black Economic Empowerment and the Environmental Management Program.

Replace “clause 49” in the 4th, 8th and 10th paragraphs with “sub-clauses 6.8”.

DELETE THE FOURTH LAST PARAGRAPH COMMENCING “The tendered rate per month for sub-item B13.01(c) ...” AND REPLACE WITH:

“The tendered rate per month for sub item B13.01 (c) represents full compensation for that part of the Contractor's general obligations that are mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date until the end of the period for completion of the works, plus any extension thereof as provided in Clause 5.12 of the General Conditions of Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Payment for time related costs arising from extensions of time granted by the employer, where the Contractor is fairly entitled to such compensation in terms of Clause 5.12 of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

The Contractors' annual holiday period in December / January as provided for in the Contractor's program shall be non-working days and shall not form part of the period of Time for Completion, and measurement and payment for time related items and costs shall not apply to this period."

ADD THE FOLLOWING AT THE END OF THE LAST SECTION ON PAYMENT:

"Payment of the rate per month for subitems B13.01(d), (e), and (f) shall include full compensation for all the Contractor's obligations relevant to environmental compliance, monthly reporting and security on site (as per clause 4 of the GCC 2015).

The tendered rates for subitems 13.01(d), (e), and (f) shall apply in the same manner as pay subitem B13.01(c).

A Contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not to be an omission, but to be a deliberate notice that costs have been included in the tendered rates for individual items of work, or in other preliminary and general pay items.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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CHAPTER 1: 1.4 FACILITIES FOR THE ENGINEER

A1.4.3 General

ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:

"Burglar-proofing shall comply with the requirements of CKS 338.

The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two-meter-high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

(b) Offices

ADD THE FOLLOWING SUBSUBCLAUSES:

"(xiv) General-purpose steel cupboards with four shelves.

(xvi) The electric refrigerator shall have a capacity of at least 200 litres.

(xvii) Bookcases with four shelves.

(xviii) Voltage stabilizer.

(xix) Steel plan cabinets shall be able to accommodate one/two hundred and fifty A0-sized drawings hanging vertically from approved holders.

(xx) Floodlights at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.

(xxi) The cellphones and car kits supplied to the engineer's site staff shall be supplied for the duration of the contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration."

ADD THE FOLLOWING SUBCLAUSE:

"(i) Computers and printers

When instructed by the Employers Agent, the contractor shall provide approved new computer equipment, including software and printers for use by the Employers Agent 's site personnel. The type of equipment and software shall be as instructed by the Employers Agent and payment for equipment and maintenance shall be made through item B14.12.

All equipment provided shall be kept fully serviceable at all times by the contractor. The contractor shall repair/replace any defective equipment within 48 hours after notification by the Employers Agent's staff. The contractor shall also be responsible to provide all paper and ink cartridges required by the Employers Agent.

At the end of the contract, the equipment and software shall revert back to the contractor."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BC1.4.7.3 SERVICES**(b) Water, electricity and gas**

ADD THE FOLLOWING:

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

(c) Maintenance

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The contractor shall supply all labour, equipment and materials required for keeping the offices, ablution units, car-ports at the offices, in a neat and clean condition, and shall immediately undertake repairs requested by the Employers Agent to the offices, ablution units, car-ports, rented houses. The contractor is not responsible for keeping rented houses in a clean and neat condition, nor for tending to or caring for the gardens."

PART C: MEASUREMENT AND PAYMENT

Item	Unit
------	------

BC 1.4.3 Office and laboratory fittings, installations and equipment:

(a) Items measured by number:

CHANGE SUBITEM (i) TO READ AS FOLLOWS:

"(i) 220/250-volt power points including voltage stabilizers and regulators as specified number (No)"

ADD THE FOLLOWING SUBSUBITEMS:

"(xiv) General-purpose steel cupboards with four shelves..... number (No)

(xvi) The electric refrigerator shall have a capacity of at least 200 litres..... number (No)

(xvii) Bookcases with four shelves..... number (No)

(xviii) Voltage stabilizer..... number (No)

(xix) Steel plan cabinets shall be able to accommodate one hundred and fifty A0-sized drawings hanging vertically from approved holders.....number (No)

(xx) Floodlights at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.....number (No)

(xix) Steel plan cabinets number (No)

(xx) Floodlights complete with poles and minimum 500-watt globes number (No)

The tendered rate for subitem BC1.4.3(a)(xx) shall include for the operation of the lights from sunset to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

dawn for the full duration of the contract."

(b) Prime-cost items and items paid for in a lump sum:

REPLACE THE DESCRIPTION OF SUBSUBITEM BC1.4.3(b)(i) WITH THE FOLLOWING:

- "(i) Provision of cellphones complete with car kits fitted to vehicles as directed, including all fees and the cost of phone calls in connection with the administration of the contract.....Prime Cost (PC) Sum
- (ii) Handling costs and profit in respect of subitem 14.03(b)(ix) above..... percentage (%)"

Item

Unit

BC1.4.1.1 Provision of Photostat facilities

AMEND THIS PAYITEM DESCRIPTION TO READ "provision of copying facilities" AND IN THE PAYMENT PRESCRIPTION, AMEND "photocopier" TO READ "combination colour printer/copier/scanner/facsimile machine".

Item Unit

BC1.4.1.2 Supply of computer hardware and software:

- (a) Supply of computer equipment and softwarePrime Cost (PC) sum
- (b) Handling cost and profit in respect of subitem B14.12(a)percentage (%)

Expenditure under this item shall be made in accordance with the Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under subitem B14.12(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified equipment."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 1: 1.5 ACCOMMODATION OF TRAFFIC

A1.5.1 SCOPE

Add the following:

"It is a requirement of this specification that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 334 4510 Fax: (012) 323 9574. elsa.herbst@gpw.gov.za.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

A1.5.3.2 GENERAL REQUIREMENTS

(a) Safety

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

The Contractor shall within 7 (seven) working days after receipt of a 3rd party claim acknowledge receipt to the claimant. The Employers Agent shall be copied on all correspondence regarding 3rd party claims. The Contractor shall at the monthly site meeting report on the status and outcome of the 3rd party claims."

(b) Providing temporary deviations

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall keep the provincial traffic police, the municipal traffic department and the Employers Agent fully informed of changes in the normal traffic flow and obtain their approval for these changes."

(e) Access to properties

ADD THE FOLLOWING:

"Where the alignment of the new road coincides with the alignment of the existing road, accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

Approval of temporary deviations

ADD THE FOLLOWING:

"The Contractor's programme for the accommodation of traffic must be approved by the Employers Agent on site. The Employers Agent shall also have the power to stop any work at any time if the road signs are not compliant with the prescribed requirement and/or if the non-compliance is deemed to place the safety of the travelling public at risk.

If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Employers Agent for his approval.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The contractor shall keep the provincial traffic police, the municipal traffic department and the Employers Agent fully informed of changes in the normal traffic flow and obtain their approval for these changes"

(i) Traffic Safety Officer

ADD THE FOLLOWING AFTER SUBCLAUSE (viii):

"(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the works

(x) arrange for the removal of broken-down vehicles that obstruct the normal traffic flow

The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" in clearly legible letters shall be mounted on the vehicle at least 1,5 m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the contractor's cost for his establishment and general obligations (section 1300)."

ADD THE FOLLOWING SUB-CLAUSES:

"(j) Site Personnel

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Employers Agent, ineffective shall be immediately replaced by the Contractor.

(k) Liaison with the Municipality Traffic Department

The Contractor shall obtain permission and approval of his traffic management plan from the municipality in writing prior to any work starting on any section of the work.

(l) Other requirements

The following other requirements must be adhered to for the entire contract period:

i) 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.

ii) The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

iii) "Normal working hours" (referred to in Clause 5.8 of the General Conditions of Contract) will, because of heavy peak hour traffic volumes, be restricted to between 30 minutes after sunrise and 30 minutes before sunset.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BA1.5.5.7 TEMPORARY TRAFFIC-CONTROL FACILITIES TRAFFIC ACCOMMODATION
FACILITIES AND SAFETY DEVICES**

REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM, Vol 2 (May 2012) and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly.

All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements set out in the National Road Traffic Act, 1996 (Act No 93 of 1996), the National Road Traffic Regulations, 2000 of the relevant authorities and on the drawings or as instructed by the Employers Agent.

The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road traffic signs, barricades, traffic-control facilities, channelization devices and warning devices."

REPLACE THE LAST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

"Traffic-control facilities lost or damaged by the Contractor shall be replaced at his own cost. Where it can be proved that loss of or damage to such facilities is beyond the Contractor's control and not the result of his actions or omissions, the Employers Agent may order the facilities to be replaced and paid for at scheduled rates."

REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM, Vol 2 (May 2012). The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employers Agent shall not be departed from without prior approval of the Employers Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employers Agent were deemed necessary to accommodate local site geometry and traffic conditions."

b) Road signs and barricades

ADD THE FOLLOWING:

"The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a suitable and durable covering that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and 15.10."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

c) Channelization devices and barricades

ADD THE FOLLOWING:

"The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

TW 401 and TW402 delineators shall be used at all times and comply with the following requirements:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by its own weight or with sandbags filled with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

On section of road where the centerline has been obliterated, delineators shall be provided on both road edges at minimum 200m spacing on straight sections and at least 3 (three) visible on all curves."

d) Barriers

ADD THE FOLLOWING:

"Barriers for preventing vehicles from leaving the permitted lanes shall be movable barriers with an approved safety shape design (e.g. New Jersey, F-shape or single slope). Temporary movable barriers shall be obtained from suppliers and placed between the existing road and the construction areas. They shall comply with the requirements of either of the following specifications:

The European Specification EN 1317 with containment level H1, or

The American Federal Highways Administration Specification NCHRP Report 350 with containment level TL4.

When applying these specifications, the Contractor must take cognizance of his liabilities relating to the installation of temporary works to provide protection to the permanent Works and safety to his personnel and select a barrier system appropriate to his chosen work methodology. Particularly pertinent is the working width rating of a barrier system; the displacement width of the system shall not exceed the available safe width to the nearest edge of the construction. All moveable barriers shall be installed in accordance with the manufacturer's instructions or generally accepted best practice and shall be submitted to the Employers Agent for review and comment.

Where instructed by the Employers Agent, the terminal sections of moveable barriers may be a proprietary type or may be Contractor designed to attenuate head-on impacts of at least NCHRP Test Level 1 (50 km/h, 2 000 kg) or EN1317 Containment Level H1 (80 km/h, 1 500 kg)."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

e) Warning devices

ADD THE FOLLOWING:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employers Agent.

(i) Vehicle mounted flashing lights

Rotating amber flashing lights (min 55 W) shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are maneuvering in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Employers Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site.

It shall be a requirement that the Contractor also provides the Employers Agent's site personnel with warning lights for their vehicles (a maximum of four lights are required) without any additional payment.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness.

ADD THE FOLLOWING SUB-CLAUSES:

“(g) Safety jackets

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

(h) Other traffic control measures ordered by the Employers Agent

The Employers Agent may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Employers Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employers Agent may arrange for advertising in the press and/or for other forms of publicity.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(i) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification and payment will be included in the monthly cost for accommodation of traffic. Payment for flagmen will only be done if instructed by the Employers Agent.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM – Vol 2 (May 2012) (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone."

BA1.5.7.10 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"The effective carriageway width for any two-way traffic accommodated on an existing bituminous surfaced road shall not be less than 6,8 m. No single lane shall be less than 3,4 m wide.

Where the traffic is accommodated in half-widths, the effective lane width for one-way traffic shall not be less than 3,4 m."

B A1.5.7.10 TEMPORARY DRAINAGE WORKS

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"The construction of temporary culverts shall be in accordance with section 2200. Temporary culverts no longer required shall be removed as directed by the engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the engineer."

B A1.5.7.10(b) TEMPORARY DRAINAGE WORKS

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"The construction of temporary culverts shall be in accordance with section 2200. Temporary culverts no longer required shall be removed as directed by the Employers Agent. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the Employers Agent."

B A1.5.7.10(e) GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"The gravel material laid on existing roads used as diversions shall comply with the following:

Maximum size	:	37,5 mm				
Oversize index (Io)	:	0 (% retained on 37,5 mm sieve)				
Shrinkage products (Sp)	:	100 - 240 (linear shrinkage x % passing 0,425 mm sieve)				
Grading coefficient (Gc)	:	16 - 34 [(% passing 26,5 mm - % passing 2,0 mm) x % passing 4,75 mm/100]				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CBR : ≥ 15 at 93% of modified AASHTO density."

BA1.5.7.6 EXISTING ROADS USED AS DIVERSIONS

ADD THE FOLLOWING:

"The Contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicles or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during the construction of the works.

The Contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the Contractor shall not stop or delay public traffic to make way for construction traffic."

BA1.5.7.11 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF - WIDTHS

ADD TO THE FIRST PARAGRAPH:

"Sections where road marking has not been done shall be regarded as being under construction and not fully opened."

DELETE THE FOURTH PARAGRAPH STARTING WITH: "The number of sections..."

ADD THE FOLLOWING AS A FINAL PARAGRAPH TO THIS CLAUSE:

"The Contractor shall programme the works in such a way to maintain two-way traffic within the contract limits during the Contractor's annual shutdown period between December and January. The Contractor shall further ensure that there is no vertical step between two opposing traffic lanes. Failure to comply with these specifications will entitle the Employers Agent to apply a lane occupation levy."

ADD THE FOLLOWING CLAUSE:

"B A1.5.7.10(g) RETRO-REFLECTIVE MATERIAL

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in clause B8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in table B8118/1.

B1519 ACCOMMODATION OF PEDESTRIAN TRAFFIC

The Contractor shall pay specific attention to the accommodation of pedestrian traffic along the cross roads where the safety of pedestrians could be compromised as a result of the works.

Where pedestrians have to cross the site, the Contractor shall ensure that the pedestrians are safeguarded and shall be able to cross the site without being endangered. The pedestrians should not be able to enter areas where works are taking place.

Should a walkway be required, it shall have a clear opening of at least 1,2 m wide and 2,1 m high and shall be uniformly illuminated at all times. The surface of the walkway shall be free from obstructions and shall be clearly signposted to guide the pedestrians towards the walkway. If steps are required to reach the level of the walkway, these shall comply with the OHS act and have proper handrails. No ramps shall be steeper than 1 in 8.

Payment for compliance to this requirement shall be deemed to be included in the rates tendered for accommodation of traffic."

PART C MEASUREMENT AND PAYMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INSERT THE FOLLOWING PARAGRAPH AFTER THE HEADING:

"The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered."

REPLACE ITEM 15.01 WITH THE FOLLOWING:

"Item	Unit
BC 1.5.13 Accommodating traffic and maintaining temporary deviations.....	month (Month)

The unit of measurement shall be the month measured as per item 13.01(c).

The tendered rate shall include full compensation for the general obligations and incidental cost-items necessary for the accommodation of traffic and the construction and maintenance of diversions, including roads constructed in half widths and existing roads that are being used as diversions, during the construction period and during the maintenance period where such items of cost are not specially paid for under the pay items provided under this section in the Schedule of Quantities. It shall also include full compensation for the provision of all equipment, including tools, transport, labour, supervision, guards, and temporary traffic aids, including all relocation and re erection as may be required for the execution of all the works (including moving and re-erecting temporary plastic New Jersey Barriers), required for the proper and safe accommodation of traffic as specified and as shown on the drawings. It shall also include, where necessary, communications equipment required to regulate traffic, for the provision and maintenance of temporary drainage, arranging for the moving of services, attending to traffic problems, complying with the requirements of the Road Signs Manual, and for providing temporary access to private properties.

The tendered rate shall also include full compensation for flagmen as required in accordance with the drawings.

The provision of temporary traffic control facilities including all road signs will be measured and paid for under Item B15.03. The tendered rate shall include the re use of the signs for all the closures at any locations and full maintenance including the replacement of damaged signs.

The tendered rate shall also include the provision of a full-time traffic safety officer, assistants, special vehicles for 24-hour maintenance, inspection, dealing with all accommodation of traffic related issues including and reporting of accidents."

BC 1.5.4 Earthworks for temporary deviations

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for frontage/service roads used for the accommodation of traffic will be made under section 3300."

BC 1.5.7 Temporary traffic control facilities

(a) Flagmen

Replace the 1st paragraph of the payment description to the following:

"The unit of measurement shall be a full day and night worked by flagmen only when instructed by the Employers Agent. A man-day shall be deemed to comprise of a number of shifts within a twenty-four-hour period. Shifts of 12 hours and less shall be measured as half of a man-day."

Add the following to the measurement sub-paragraph "(a) Flagmen":

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"For this contract the cost for providing flagmen for traffic accommodation as indicated on the drawings shall be deemed to be included in the tendered rates under item B15.01. Payment under item B15.03(a) will be made only in instances where, upon an instruction by the Employers Agent, additional flagmen are to be provided.

Payment for flagmen who assist with the safe entry and exit of the Contractor's vehicles from closures or turning points, or guiding the traffic around the Contractor's plant will be deemed to be included in the Contractor's Safe Work Procedure and shall not be claimed under item B15.03 (a)."

REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

- "(g) Rectangular Road signs, TGS-, TIN-, and TW-series
(Excluding TW-series delineators and
barricades)square meter (m²)
- (h) Delineators TW401/TW402
(250 mm x 1 000 mm sides):
- (i) Single (size indicated) number (No)
- (ii) Double sided blade (size indicated) number (No)

ADD THE FOLLOWING NEW SUB-ITEM:

- "(n) Other traffic control measures ordered by the Employers Agent
- (i) Provision of other traffic control measures provisional (Prov) sum
- Handling costs and profit in respect of sub-item B15.03(n)(i) percentage (%)

Expenditure under this payment item, (e.g. media releases or other signs to deliver information to the public shall be made in accordance with sub-clause 6.6 of General Conditions of Contract for the supply and installation of any additional signs or other traffic control measure ordered by the Employers Agent in accordance with clause B1503(g).

The tendered percentage is a percentage of the actual amount spent under subitem B15.03(n)(i), which shall include full compensation for the handling costs of the Contractor, and the profit in connection with providing other signs and traffic control measures ordered by the Employers Agent."

Under heading "General", make the following amendment:

Insert "Only items additional to those shown on the drawings are scheduled for payment" after "site" in the fourth last line of this paragraph.

At the end of the item under the heading "General" the last sentence shall be replaced by the following:

"Facilities which are stolen or become unserviceable, in particular delineators, shall be replaced promptly at no additional cost. All signs not in their correct position for whatever reason shall be noted and reported to the Employers Agent daily as part of the Traffic Safety Officer's duties. In this event, the fixed penalty of R5 000 shall not be deducted but the time-related penalty of R500 per hour shall remain applicable as per B1502(k)."

Delete payment items 15.08 and 15.09 as maintenance of the road and/or bypasses are paid under Section 3900

Add the following paragraph to pay item B15.03(l) payment description:

"The barriers shall be placed at the traffic control facilities to manage traffic and also alongside the work area as instructed by the Employers Agent."

Item

BC1.5.12 Gravelling and repair of temporary deviations and existing gravel roads used as temporary deviations:

ADD THE FOLLOWING:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for gravelling of frontage/service roads used for the accommodation of traffic will be made under section 3400."

REPLACE ITEM 15.10 WITH THE FOLLOWING:

"Item Unit

BC1.5.13 Accommodation of traffic where the road is
constructed in half-widthskilometer (km)

The unit of measurement shall be the kilometer measured along the center line of the roads to be constructed, upgraded or rehabilitated in half-widths as directed by the engineer.

The accommodation of traffic in half-widths shall be measured once only along the center line of the road, irrespective of the number of times necessary to accommodate traffic over any particular part of the road.

This also applies to cases where the traffic is initially accommodated on one half of the road and later on the other half. The limits for any particular part of road on which traffic has to be accommodated in half-widths shall be the distance measured between the beginning and end of the particular work area and not between the two furthestmost temporary road signs on either side of the particular section of road under construction.

The tendered rate shall include full compensation for providing all Constructional Plant, equipment, tools, transport, labour, supervision, guards and all other incidentals necessary for the proper and safe handling of traffic as specified, for all additional costs and work resulting from accommodating the traffic in half-widths, and for dismantling, storing and if necessary re-using, moving, transporting and re-erecting temporary road signs, barricades and all other traffic-control facilities necessary to accommodate traffic in half-widths, irrespective of the number of times necessary to move such traffic-control facilities.

Payment will be made in three instalments as follows:

- (a) The first instalment, 25% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the widening of the shoulder or any phased construction for the accommodation of traffic.
- (b) The second instalment, 35% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the one half of the road complete to final road levels, excluding the second application of slurry.
- (c) The third and final instalment, 40% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the remainder of the road complete to final road levels, including the second application of slurry to the first half.

Payment for the provision of temporary traffic-control facilities shall be made under item B15.03 and shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

ADD THE FOLLOWING NEW ITEMS:

"Item

Unit

BC1.5.13. Provision of traffic safety equipment for visitors

- (a) Emergency rotating mini light bar for mobile use..... number (No)
- (b) 'Construction' sticker for vehicles with 100 mm high lettering..... number (No)
- (c) Safety jackets number (No)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The unit of measurement shall be the number of each item provided as specified, and approved by the Employers Agent.

The tendered rates for the various safety items shall include full compensation for provision thereof and maintenance in good working order."

Item	Unit
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BC1.5.13 Media releases and public relations:

(a) Media releases and public relations	Prime Cost (PC) Sum
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(b) Handling costs and profit in respect of subitem B15.15(a)	percentage (%)
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The prime cost sum is provided to cover costs related to media releases and public notices as instructed by the Employers Agent."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B1600 : OVERHAUL**B1602 DEFINITIONS****(a) Overhaul**

Delete the subclause and replace with:

"Payment shall only be made for material hauled in excess of 5 kilometer. Overhaul shall be measured as the product of the volume of material hauled and the overhaul distance."

(d) Free-haul distance

Replace the last sentence with:

"This distance shall be 5 kilometer in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Delete "(restricted overhaul from payment item B16.01)".

Amend the description of payment item 16.02 as follows:

"Item	Unit
B16.02 Overhaul on material hauled in excess of 1,0-kilometre	cubic meter-kilometer (m³-km)"

Delete the first paragraph of the first set of notes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 1: 1,6 CLEARING AND GRUBBING**B1701 SCOPE**

Add the following after "grubbing" in the first paragraph:

"Including the demolishing and disposal of structures, shelters, dwellings and out-buildings within the new road reserve at a site provoked by the Contractor, approved by the Engineer."

Add the following:

"This section also covers the removal of boulders adjacent to the top of cuts."

B1702 DESCRIPTION OF WORK**(a) Clearing**

Add "of the roadway and for temporary deviations/roads" after "Clearing" in the first paragraph.

Add the following to the third paragraph:

"Boulders exceeding 0,15 m³ in volume adjacent to the tops of cuts within the road reserve that are considered by the Engineer to be unstable, shall be removed by the Contractor and disposed of at approved dumping sites provided by the Contractor."

(b) Grubbing

Add "and along temporary deviations/roads," after "In the roadway" in the first paragraph.

(c) Conservation of topsoil

Add to the end of the first paragraph:

"The Contractor will not be required to remove topsoil to more than an average depth of 400 mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work."

Replace the second paragraph of this clause with the following:

"After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Engineer, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802(g) of this project specification."

Add the following subclause:

"(e) Clearing household refuse from the road reserve

Where household refuse has been deposited within the road reserve, it shall be removed to approved dumping sites provided by the Contractor."

B1703 EXECUTION OF WORK

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(a) Areas to be cleared and grubbed

Replace the first sentence of the first paragraph with the following:

"The portions of the road reserve falling within the limits of the road prism, along temporary deviations/roads and certain borrow areas, shall be cleared and grubbed using conventional (non-labour intensive) methods."

Delete "normally" in the second line of the second paragraph.

Add the following:

"A penalty of R5 000,00 shall be imposed for every tree which is unnecessarily removed or damaged."

(c) Disposal of material

Replace the second paragraph with the following:

"The Contractor shall dispose of all trees, tree stumps, rubble, undesirable material removed from hydraulic structures, refuse, and all non-combustible rubbish at approved dumping sites provided by the Contractor. The material disposed of shall be covered up with soil or. No extra-over or additional payment will be made for disposing of and covering up material and full compensation for this work will be deemed to be included in the rate tendered for item B17.01."

(d) Reclearing of vegetation

Replace "in the same manner as for the first clearing operation." in the last paragraph with "by using labor-intensive methods."

B1704 MEASUREMENT AND PAYMENT

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Replace the last paragraph with the following:

"The tendered rates shall include full compensation for all work necessary for the clearing and grubbing of the surface, the demolishing and disposal of structures, shelters, dwellings and out- buildings, the removal of all vegetation, shrubs, trees and tree stumps (except large trees and stumps as defined in item 17.02), cutting of branches, backfilling of cavities, the removal, transporting (including all haul) and disposal of material at approved dumping sites provided by the Contractor, and all additional costs incurred to clear and grub the surfaces to the Engineer's satisfaction.

Clearing and grubbing of borrow areas will only be measured and paid for in the cases specified in subclause 3104(b)."

Add the following to the measurement and payment paragraphs:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items under item B13.01."

Add the following to the measurement and payment paragraphs:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION B1800: DAYWORKS**B1801 SCOPE**

This section covers the listing of daywork items in accordance with the General Conditions of Contract, Sub-Clause 6.5 for the use in, determining payment for work which cannot be quantified in specific units in the schedule of quantities, or for work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorization has been obtained from the Engineer.

B1803 MEASUREMENT AND PAYMENT

Item		Unit
-------------	--	-------------

B18.01 Personnel:

(a) Personnel during normal working hours:

D1	(i)	Unskilled labour	hour (h)
D2	(ii)	Semi-skilled labour	hour (h)
D3	(iii)	Skilled labour	hour (h)
D4	(iv)	Ganger	hour (h)
D5	(v)	Foreman	hour (h)

(c) Personnel outside normal working hours: Saturdays

D6	(i)	Unskilled labour	hour(h)
D7	(ii)	Semi-skilled labour	hour (h)
	(iii)	Skilled labour	hour
	(iv)	Ganger	hour
	(v)	Foreman	hour (h)

(c) Personnel outside normal working hours: Sundays and public holidays

D8	(i)	Unskilled labour	hour (h)
	(ii)	Semi-skilled labour	hour (h)
	(iii)	Skilled labour	hour (h)
	(iv)	Ganger	hour (h)
	(v)	Foreman	hour (h)

Item		Unit
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B18.02 Equipment:

(a)	Backhoe loader, 55-70 kW 0,5m3 bucket	hour (h)
(b)	Compressor, 7,0m3 per min	hour (h)
(c)	Self propelled vibratory roller, 9-12 tons	hour (h)
(d)	Pneumatic tyred roller, gross mass to range from approx. 4,5 tons unloaded to 18 tons loaded	hour (h)
(e)	Hand propelled vibratory roller, 0,5 ton mass	hour (h)
(f)	Tractor for towing, 105 kW power	hour (h)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(g)	Crawler excavator minimum power 105 kW	hour (h)
(h)	Front-end loader minimum power 90 kW	hour (h)
(i)	Vibrating plate compactor minimum power 2 kW	hour (h)
(j)	Platform truck minimum load mass 10 tons	hour (h)
(k)	Tip truck minimum load capacity 10 tons	hour (h)
(l)	Water tank truck minimum capacity 10 kl	hour (h)
(m)	Self-propelled motor grader mass not less than 9 tons, power approx. 100 kW	hour (h) hour (h)
(n)	Gridroller, 15 tons mass	hour (h)
(o)	Mobile crane with lifting capacity of 5 tons	hour (h)
(p)	Low bed trailer with mechanical horse	hour (h)
(q)	Flat steel wheeled roller, 9-12 tons mass	hour (h)
(r)	Track-type bulldozer, 200kW power	hour (h)
(s)	Traxcavator 80 kW power	hour (h)
(t)	900 CFM Compressor	hour (h)
(u)	AC Drilling Rig	hour (h)

Item	Unit
-------------	-------------

B18.03 Materials:

- | | |
|-----|--|
| (a) | Procurement of materialsprovisional (Prov) sum |
| (b) | Contractor's handling costs, profit and all other charges
in respect of subitem B1803(a) percentage (%) |

Item	Unit
-------------	-------------

B18.04 Transport:

- | | |
|-----|-----------------------------------|
| (a) | LDVkilometer (km) |
| (b) | Flatbed truckkilometer (km) |

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the Engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the Contractor must obtain written consent from the Engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for subitem B18.03(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for subitem B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03(a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.04 shall be the kilometer distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COTO SERIES CHAPTER 3: DRAINAGE**SECTION B2100 1.3 DRAINS****B2101 SCOPE**

Amend the first paragraph to read:

"This section covers all work, both rehabilitative and new work, in connection with the excavation and construction of open drains, subsoil drainage, banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineer, as well as the test flushing of subsoil drains."

"B2105 CLASSIFICATION OF MATERIALS USING CONVENTIONAL METHODS"

Replace the last paragraph with the following:

"Intermediate material: All material that is harder than the classification 'hard material' indicated in subclause B1231(c) for labour-intensive excavation yet softer than 'hard material' as stated above."

BC3.1.1 SCOPE

AMEND THE FIRST PARAGRAPH TO READ:

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employers Agents, and the test flushing of subsoil drains."

AMEND THE FIRST PARAGRAPH TO READ:

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage, banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employers Agent, and the test flushing of subsoil drains."

BA3.1.5.2 SUBSOIL DRAINAGE**(a) Materials****(i) Pipes**

AMEND THIS SUBCLAUSE BY ADDING THE FOLLOWING TO THE END OF THE THIRD PARAGRAPH:

"(category - heavy duty) or SABS 1601 (stiffness class 350)

The pipes to be used shall be either slotted uPVC pipes or perforated HDP pressure pipes, 100 mm ID."

(ii) Natural permeable material

ADD THE FOLLOWING TO THE 3rd PARAGRAPH:

"The crushed stone shall be coarse (19 mm nominal) and shall be washed clean of all fines."

REPLACE THIS SUBSUBCLAUSE WITH THE FOLLOWING:

(iii) Synthetic-fibre filter fabric**(1) Composition and manufacturing**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The geotextile shall be a synthetic polymer material manufactured in a continuous permeable homogeneous sheet (in rolls) by one of the following methods:

- Non-woven, mechanically bonded (continuous fibre spunbonded, needle-punched)

The synthetic material polymer shall be one or more of the following:

- Polyester
- Polypropylene
- Polyethylene

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

(2) Classification

Geotextiles shall be classified into the following main grades according to typical usage.

- Grade 1: Very good installation conditions, e.g. subsurface drains with relatively smooth trench walls, small to medium size filter stone (9,5 mm to 19 mm) dumped from the edge of a shallow drain, and where careful handling of the geotextile is expected.
- Grade 2: Normal installation conditions, not as good as grade 1, eg. larger subsurface drains with rough trench walls, large size filter stone (37,5 mm) dumped from a height onto the geotextile-lined drain, and where normal handling of geotextile is expected.
- Grade 3: Adverse conditions, eg. foundation drainage, gabions and gabion mattresses, light rock protection, rock fills and light separation of materials, separation and reinforcement of fill layers, light river protection works, and where rough handling of the geotextile is expected.
- Grade 4: Adverse conditions where strength is more important than permeability, eg. foundation drainage, gabions and gabion mattresses, rock protection, earth encapsulation, separation and reinforcement of fill and rockfill layers, heavier river protection works, and where rough handling of the geotextile is expected.
- Grade 5: As for grade 4 but where additional strength is required, eg. in heavy separation, earth and rock encapsulation, river protection works and shore revetment works.
- Grade 6: As for grade 5 but where maximum strength is required and where permeability will be relatively unimportant.

The minimum requirements for each grade are listed below in table B2104/2. Under normal circumstances grades 1, 2, 3, 4 and 5 will be specified while grade 6 will be specified in special cases where maximum strength is required by special design considerations.

The various grades and the corresponding typical usage above shall be regarded as a guideline only. The actual grade of geotextile to be used on the work will be as stated in the bill/schedule of quantities/pricing schedule as required by the Employers Agent.

(3) Durability

A geotextile is required to comply with the following specifications:

- Resistance to chemical attack
- The geotextile shall withstand the level of aggressiveness of the soil and ground water given below without significant loss of its strength and hydraulic properties during its design life of 25 years:

Soil and ground water with a pH in the range of 4 to 12 (pH to be determined by Method A20, TMH1, 1986).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Soil (as paste) and ground water containing salts with a conductance of up to 1,0 S/m (conductivity to be determined by Method A21T, TMH1, 1986).

- Resistance to ultra-violet light

The geotextile shall maintain at least 80% of its original strength after direct exposure to sunlight of 1 500 hours.

- Resistance to rot

The geotextile shall be entirely rot-proof and shall not support the growth of algae, bacteria or fungi.

(4) Selection

The geotextile required shall satisfy the criteria for the grade of geotextile as specified in the bill/schedule of quantities/pricing schedule or project specifications.

The contractor shall, at least 45 days before the installation of the geotextile, submit to the Employers Agent samples of the geotextile he proposes to use, so that the Employers Agent may carry out the appropriate tests specified in sub subclause B2104(a)(iii)(6) and in clause 8114, and confirm the use thereof if he is satisfied that the geotextile meets the specified requirements. No extra payment shall be made for providing the samples for testing.

(5) Properties

The various grades of geotextile as classified above shall comply with the general requirements as listed below in table B2104/2.

TABLE B2104/2: GRADES OF GEOTEXTILES

Properties	Limiting values*					
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Thickness	As specified by the manufacturer					
Mass per unit area g/m ²	100	140	200	240	300	350
Tensile strength kN/m	6	10	13	18	25	30
Penetration load kN	1,0	1,5	2,5	3,0	4,0	5,0
Penetration resistance* (max)mm	35	30	25	18	16	10
Permeability litre/s/m ²	25	20	15	15	10	5

*Notes:

*(1) The minimum values of properties are listed, except for penetration resistance where the maximum values are given.

(2) Thickness shall be as specified by the manufacturer for the specific product offered.

(3) The values given in the table shall apply to all geotextiles, irrespective of the type of material used. Where these values differ from the values in Table 1 of the Code of Practice SANS 10221: The Testing of Geotextiles, the values of Table B2104/2 shall apply.

(6) Testing

The tests to be carried out on geotextiles relate to the material and the method of manufacture and are used mainly to ascertain that the correct grade of geotextile is supplied, and that the material is equivalent in quality to that selected and specified for use on the works. The contractor shall, on instruction of the Employers Agent, submit a certificate by an approved laboratory to prove compliance with the specified qualities without additional cost to the employer.

Thickness (mm): The thickness of the material shall be specified by the contractor (or supplier).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Thickness and compressibility tests shall be carried out in accordance with SANS 10221 to check that the material supplied conforms to the thickness specified by the contractor.

Mass per unit area (g/m²): Testing shall be carried out in accordance with SANS 10221.

Tensile strength (kN/m): Testing shall be carried out in accordance with SANS 10221.

Penetration load (kN): Testing shall be carried out in accordance with SANS 10221.

Puncture resistance (mm): Testing shall be done in accordance with test procedures laid down by the CSIR, Pretoria, and repeated in Clause 8114.

Permeability (litre/s/m²): Testing shall be carried out in accordance with SANS 10221."

(vi) Galvanized woven wire mesh

REPLACE THE CONTENTS OF THIS SUBSUBCLAUSE WITH THE FOLLOWING:

"Galvanized woven wire mesh manufactured from 3,5 mm diameter wire, 250 mm x 250 mm in area with 12 mm x 12 mm maximum mesh size, and fitted with a frame made from 25 mm x 5 mm galvanized flat steel, shall be secured at the outlets of subsoil drainage systems with 4 x M6 galvanized bolts, in accordance with the details on the drawings. The mesh shall be welded to the frame before the whole unit is galvanized."

(c) Construction of subsoil drainage system

ADD THE FOLLOWING SUBCLAUSE:

"(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill $\pm$ 400 mm long and 5 mm in dia less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe."

Replace the heading of clause 2106 with the following:

"B2106 MANHOLES, OUTLET STRUCTURES, JUNCTION BOXES AND CLEANING EYES"

Insert ", junction boxes" after "manholes" in the first line.

Insert the following paragraph after the last paragraph:

"The end of each subsoil outlet shall be marked with a 600 mm x 300 mm galvanized steel plate fixed to the top portion of the fence line opposite each subsoil outlet structure in accordance with the details on the drawings."

B2107 MEASUREMENT AND PAYMENT

Item

B21.01 Excavation for open drains

Add the following to the third paragraph:

"The tendered rate shall also include full compensation for trimming the open drains."

Add "subclause B1231(c) and in" after "in" in the last line of the last paragraph.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 3 : PREFABRICATED CULVERTS**B2203 MATERIALS****(b) Portal and rectangular prefabricated concrete culvert units**

Replace this subclause with the following:

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006 specification.

Prior to the manufacture of any units the manufacturer shall submit his quality plan to be approved by the Engineer before delivery of any units to site. As part of the quality plan submitted for approval copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the Engineer. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The Engineer's Representative may visit the factory at any stage to ascertain adherence to the quality plan, as well as to check covers before delivery to site. Any substandard cover shall result in the batch being rejected. Should the manufacturer not be adhering to their quality plan, the Engineer may exercise the right to reject the use of products from the manufacturer concerned. The Employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for pre-cast culverts all durability testing shall be done in accordance to clause B6404(h) shall fall within the severe category. For units within the 5 km zone from the coast the very severe category shall be used and increased cover shall be as specified by the Engineer."

B2204 CONSTRUCTION METHODS

Add the following:

"Culverts shall be installed by the 'trench method'.

When instructed by the Engineer, measures shall be taken to reduce the effect of unsuitable material at the positions of prefabricated culverts. This will entail the additional excavation of a minimum of 1 m of in-situ material to a minimum width of 4 m, the even chamfering of the sides of the excavation to a grade of 1:4 and backfilling the excavation with imported fill material with at least G10 quality compacted to 90% of modified AASHTO density. Additional excavation as described above will be paid for under item 33.07. Backfilling of the excavation will be measured and paid for under item 33.01."

Add the following:

"in all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"

The generic labour-intensive specification below is the same as sans 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

SCOPE

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

- a. Trenches having a depth of less than 1.5metres
- b. Kerb-Channel trenches

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail.

HAND EXCAVATEABLE MATERIAL**Hand excavate able material is material:**

- a. granular materials:
 - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. **cohesive materials:**
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**(a) Depth of excavation**

Add the following after the first sentence of the first paragraph:

"The maximum overall depth of the trench shall, however, not exceed 2,0 m."

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**(a) Concrete pipe culverts**

Add the following after the first paragraph:

"When instructed by the Engineer or when measures are required to reduce the effect of unsuitable material below culverts, the pipe joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

the edges of the Bituthene. An overlap of 150 mm shall be provided and the two layers of Bituthene at the overlap shall be glued together over the full area of 150 mm x 500 mm."

- (i) Class A bedding

Add the following:

"12 mm thick Flexcell or an approved equivalent material shall be placed in the concrete bedding below all pipe joints."

(b) Portal and rectangular culverts

- (iii) Placing the portal portions of culverts

Add the following:

"When instructed by the Engineer or when measures are required to reduce the effect of unsuitable material below culverts, the culvert joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene."

(a) General

Add the following:

"Where the grade of the culvert is such that it would require a trench deeper than 2,0 m, the culvert shall be constructed in stages as the fill progresses. The construction shall normally begin at the outlet or downstream end of the culvert and backfilling shall be done in horizontal layers starting at the lower end.

No additional payment will be made under Section 3300 or under this section for constructing the fill or culverts in stages as described above."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add the following before the last paragraph:

"The method and material used for backfilling and fill around corrugated metal arch culverts shall be in accordance with suppliers' specifications."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Replace the heading and first paragraph with the following:

"B2212 INLET AND OUTLET STRUCTURES, CATCHPITS, MANHOLES AND SKEW-END PIECES FOR PORTAL AND RECTANGULAR CULVERTS

Inlet and outlet structures for prefabricated culverts, catchpits, manholes, and skew-end pieces for portal and rectangular culverts shall be constructed in accordance with the details on the drawings."

- (i) Prefabricated energy dissipators in outlet structures**

Replace the paragraph with the following:

"When shown on the drawings or instructed by the Engineer, the Contractor shall supply and install prefabricated reinforced-concrete blocks in outlet structures. The blocks shall be class 20/19 concrete manufactured to the dimensions shown on the drawings or listed in the schedule of quantities. All concrete work shall comply with the requirements of Series 6000."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following subclauses:

"(j) Prefabricated concrete cover slabs for kerb inlets

Prefabricated reinforced-concrete cover slabs for kerb inlets, complete with steel supporting structures, shall be manufactured and installed in accordance with the details on the drawings. All concrete work shall comply with the requirements of Series 6000.

(h) Building in pipework

Pipework shall be built into concrete as shown on the drawings. The pipework shall be set into exact position in the shutters before the concrete is placed and the concrete thoroughly compacted and worked around the pipework. Alternatively, at the discretion of the Engineer and at no extra cost, unless specifically provided for in the schedule of quantities, holes may be left or formed in the concrete into which the pipework shall be set, whereupon the space around the pipework shall be caulked with concrete having just sufficient water to ensure water tightness and thereafter the caulking shall be properly cured.

The joint between the old and fresh concrete shall be made in accordance with clause 6408: Construction joints.

Where pipes enter brickwork, they shall be caulked into the wall and rendered with mortar."

B2215 SERVICE DUCTS

Replace the last paragraph with the following:

"The end of each duct shall be marked with a 300 mm x 300 mm x 100 mm class 20/19 concrete marker block. A 200 mm x 100 mm galvanized steel or aluminum plate with the size, number and depth of pipes stamped on the surface shall be affixed to the top of the marker block. Each duct marker shall be at least 50 mm proud of the finished surface level."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 3: 3.3 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(b) Kerbing and channeling

Add the following after the first sentence:

"Irrespective of the minimum transverse strength specified in SANS 927, all concrete shall be class 25/19."

(c) Joint sealant

Delete the third paragraph and substitute with the following:

"(iii) Silicone based joint sealants shall comply with the requirements of subclauses 7102(e)(iii) and (iv)."

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channeling

Replace "1:4:8/25" in the second line of the last paragraph with "1:4:8/38".

Add the following:

"A 10 mm wide joint formed in inert filler shall be provided every 20 meters through the kerbing and channeling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one meter shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channeling shall also comply with the above requirements."

(e) Cast in situ kerbs and channels

Add the following:

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

(g) Concrete-lined open drains

Add the following:

"When instructed by the Engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m² unless otherwise instructed by the Engineer. The tolerance in the rate of application shall be ± 5% of the specified rate."

(i) Construction sequence

Add the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"(iv) Where concrete edge beams are constructed at intersection areas and access points.

The specifications for (i), (ii) and (iii) shall apply *mutatis mutandis* to edge beams."

B2307 MEASUREMENT AND PAYMENT

Replace the description of item 23.01 with the following:

"Item	Unit
D9 B23.01 Concrete kerbing:	
(a) Prefabricated battered kerb, SABS 927:2013 Fig 8C	meter (m)
(b) Casting and laying kerbs by SMME contractor	Provisional Sum (Prov Sum)
(c) Handling cost and profit in respect of item B23.01 (b) percentage (%) "	

Add the following to the payment paragraph:

"The tendered rates shall also include full compensation for the construction of expansion and contraction joints as specified.

Expenditure under this item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under subitem B23.01 (b), which shall include full compensation for the handling costs of the contractor, and the profit in connection with B23.01 (b)."

Item

B23.08 Concrete lining for open drains

Add the following sub items

(c) Cast in situ concrete Class 25/19 lining and Class U2 surface finish to cast in situ concrete by SMME contractor	Provisional	Sum	(Prov
Sum)			
(d) Handling cost and profit in respect of item B23.08 (b)			Percentage (%)

Add the following to the payment paragraph:

"Expenditure under this item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under subitem B23.08 (c), which shall include full compensation for the handling costs of the contractor, and the profit in connection with B23.08 (c)."

Replace the description of item 23.15 with the following:

"Item	Unit
B23.15 Precast concrete blocks in outlet structures (25/19), complete as shown on the drawings	number"

Add the following:

"The tendered rate shall include full compensation for procuring, furnishing and installing the precast concrete blocks as specified."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION B3100: BORROW MATERIALS**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

Add the following after subclause (a):

"Before the Contractor enters private property to open borrow pits, construct access roads, temporarily occupy certain land or inspect the relevant areas, he shall negotiate with the owners concerned and advise them of his intentions.

The Contractor shall adhere to the environmental management plan for borrow pits as prepared in accordance with the requirements of the Department of Mineral and Energy Affairs for any of the stated borrow pits he intends to develop.

Should the Contractor intend to utilize any new borrow pits, an environmental management plan (EMP) should be drawn up to the requirements of and for the approval of the Department of Mineral and Energy Affairs before opening such borrow pits.

The Contractor is also responsible for rehabilitating the borrow pits after completion of the project in accordance with the approved EMP."

B3103 OBTAINING BORROW MATERIALS

Add the following new paragraph:

"The Contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilized as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction material spoiled within these sites shall be buried to a depth of no less than 300 mm below the surface soil. No construction material of any nature shall be left visible after topsoiling. The Engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material."

(a) General

Add the following:

"The acquisition and compensation for land from which borrow material is obtained shall be negotiated and paid for by the Employer."

(c) Use of borrow materials

Add the following to the second paragraph of this subclause:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the Contractor shall be the Contractor's responsibility and entirely at his own expense."

Add the following new paragraphs to the end of this subclause:

"The Engineer shall instruct the Contractor as to the applicable usage of borrow pits always employing the best economic alternative (lowest cost in terms of tendered rates) taking cognizance of the following:

- Quality of material
- Haulage distance
- Hardness of material
- Overburden

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Compensation of landowner.

Under no circumstances shall the Contractor be entitled to any additional compensation in respect of any instruction by the Engineer as to the correct usage of borrow pit material.

No quantity diagrams for layer works are provided and sourcing of material for layer works will be finalized during the construction period."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

Add the following:

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in payment item 31.01."

(a) Removing topsoil

Add the following:

"The topsoil shall not be stockpiled for longer than 6 months, nor shall the stockpile be higher than 2,0 m."

(c) Excess overburden

Add the following:

"In the case of the quarries and borrow pits, suitable overburden shall be used as fill and the Contractor must plan his operations accordingly and no payment will be made for stockpiling."

(d) Excavating borrow material

Add the following:

"The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

(a) Borrow areas

Add the following after the fourth paragraph:

"The finishing-off of the borrow areas shall also be in accordance with the approved EMP."

B3108 MEASUREMENT AND PAYMENT

Notes (at the end of payment items):

Note 1: Borrow material

Add the following after the second paragraph of this subclause

"The tendered rate shall include full compensation for all moneys payable and all expenses incurred by the Contractor for the acquisition of all material for the proper completion of the works, irrespective of whether the material is obtained from borrow pits obtained by the Employer, from commercial sources or from borrow pits obtained by the Contractor himself."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION B3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM
BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND
PLACING AND COMPACTING THE LAYERS**

B3203 STOCKPILING THE MATERIAL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3300 : MASS EARTHWORKS**B3302 MATERIALS****(a) Fill**

Add the following to subitem (iv):

"The maximum swell at 100% modified AASHTO compaction shall not be more than 2%."

B3305 TREATING THE ROADBED**(a) Removing unsuitable material**

Replace "or" in the eighth line of the third paragraph with "and".

(d) In situ treatment of roadbed

Add the following after the second paragraph:

"Shales and mudstone shall under no circumstances be subject to the above treatment."

B3306 CUT AND BORROW**(a) Dimensions of cuts**

Replace the second sentence of the third paragraph with the following:

"No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as 'cut and borrow to fill' (item B33.01) or 'cut to spoil' (item B33.04) as instructed by the Engineer."

(c) Borrow

Replace the first sentence of the second paragraph of this subclause with the following:

"Where insufficient material is available for fill from cut, material will be imported from commercial sources, designated borrow pits, Employer identified sources or stockpiles of milled pavement layers (which may include asphalt), or stockpiled materials excavated from nearby developments. The Contractor shall use only material that conforms to specification, and keep over-haul to a minimum."

(e) The temporary stockpiling of materials

Replace the contents of this subclause with the following:

"The Contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

(f) The disposal of surplus material

Add the following after the first paragraph:

"Material shall be disposed of by side spoiling only on the written instructions of the Engineer."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(g) General

Add the following after the first sentence of the second paragraph:

"The final cut surface in hard excavation shall not be more than 0,5 m below the specified slope face, measured at right angles to the strike and dip directions of the slope face."

B3307 FILLS**(a) General**

Add the following:

"Where existing embankments are to be widened, or where new embankments are to be constructed adjacent to existing embankments, the existing side slopes shall be benched as specified in subclause 3307(d) and in accordance with the details on the drawings.

In addition the material in the fill widening shall, unless otherwise instructed by the Engineer, be compacted as follows:

- (i) where the thickness exceeds 1,2 m, it shall be compacted to a minimum of 93% modified AASHTO density to a depth of at least 1,2 m below the final road level."

(c) Constructing a pioneer layer

Add the following at the end of the first paragraph:

"Where instructed by the Engineer or shown on the drawings, the pioneer layer shall be wrapped in a grade 5 geotextile."

(d) Benching

Replace the first sentence of the second paragraph with the following:

"The dimensions of benches as well as the extent to which existing fills have to be cut back to form benches shall be subject to the Engineer's approval."

Add the following:

"In order to obtain sufficient working width for road-building equipment when the existing road fill is widened, it may be necessary to form benches that extend beyond the normal road prism or to cut back into the existing road fill or both. The Contractor shall submit his proposals in this regard to the Engineer for approval before proceeding with such work. The Contractor will be paid in accordance with the relevant payment items for work required to obtain a working width of up to 4 m. Additional work required to provide a working width in excess of 4 m shall be at the Contractor's expense."

(i) Widening of fills

Replace the first sentence of the eighth paragraph with the following:

"No additional or extra over payment will be made for widening of existing fills along the road. The widening of fills shall be measured and paid for under items B33.01 as instructed by the Engineer."

Add the following subclause:

"(k) Constructing a coarse fill layer

Coarse fill (so-called pioneer/rock fill layer as indicated on the drawings) shall consist of material which conforms with G10 specifications as per TRH 14: table 13 and shall be compacted to 90% of modified

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

AASHTO density. The coarse fill shall be constructed to a specified thickness as indicated on the drawings.

B3310 CONSTRUCTION TOLERANCES

(a) Levels

The level tolerances referred to in clauses 8205 and 8305 shall be as follows for all fill layers:

$$\begin{array}{lcl} H_{90} & = & 22 \text{ mm} \\ H_{\max} & = & 30 \text{ mm} \end{array}$$

Add the following subclause:

"(c) Layer thicknesses

The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm – 200 mm natural fill layer compacted to 90% of modified AASHTO density, shall be as follows:

	D_{90}	$D_{\max}$	D_{average}
Fill layer	30 mm	40 mm	10 mm"

B3312 MEASUREMENT AND PAYMENT

General directions

(3) Work in restricted areas

Delete the contents of this subclause and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Amend the description of item 33.01 as follows:

"Item	Unit
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33.01 Cut and borrow to fill, including free-haul up to 1,5 km:"

Change the description of item 33.01 to the following:

B33.01 Cut and borrow to fill, including free-haul up to 5,0 km:"

Delete the second paragraph.

In the fifth paragraph replace "free-haul distance of 0,5 km" with "free-haul distance of 5,0 km".

Item

33.04 Cut to spoil, including free-haul up to 0,5 km. Material obtained from:

Change the description of item 33.04 to the following:

"B33.04 Cut to spoil, including free-haul up to 1,0 km. Material obtained from:"

Replace the fourth measurement and payment paragraph with the following:

"The tendered rates for cut to spoil shall include full compensation for excavating from the road prism and roadbed in the various classes of excavation for loading, transporting the material over the haul distance, off-loading and disposing of the material as specified, including shaping and levelling off any piles of spoil material.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

It shall also, where applicable, allow for spoiling at sites where borrowing is taking place at the same time. No additional payment for temporary stockpiling or double handling will be made."

Item

33.07 Removal of unsuitable material (including free-haul of 0,5 km):

Change the description of item 33.07 to the following:

"B33.07 Removal of unsuitable material (including free-haul of 1,0 km):"

Replace the last sentence of the last measurement and payment paragraph with the following:

"It shall also include compensation for hauling material over the haul distance."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B 3600: CRUSHED-STONE BASE**B3602 MATERIALS****a) Requirements for crushed aggregate**

AFTER THE FIRST SENTENCE DELETE THE REMAINDER OF THE PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"The aggregate shall not contain more than 0,1% by mass of unwanted material such as wood, coal or similar organic material.

Aggregates containing mica, such as granite, gneiss, mica schist, pegmatite, sandstone shall not contain more than 2% by mass of free mica, especially muscovite, when assessed by visually separating the particles, or more than 4% by volume when assessed by means of microscopic slides.

Aggregate containing easily detectable quantities (more than 1%) of olivine, serpentine and sulphide minerals such as pyrites and marcasite, must be considered with caution, and may warrant additional evaluation to the satisfaction of the Employers Agent. Argillaceous rocks may only be used if specified in the project specifications, or with the Employers Agent's written approval.

Soft or weathered particles shall be controlled by the Durability Mill Index values specified in B3602(e) Durability.

Provision has been made in clause B8108(b)(iii), calculation, for the determination and calculation of the Apparent Density for aggregates with a total water absorption greater than 1,5%, when total water absorption is determined according to TMH1 methods B14 and B15."

ADD THE FOLLOWING:

"G1 material shall be used for the waterbound macadam base.

G2 material shall be used for the GEMs (also called emulsion-treated bases or ETB)."

c) Grading requirements

REPLACE ENTIRE CLAUSE WITH THE FOLLOWING:

"The target grading, after compaction, shall be as near as possible to the mean of the specified grading envelope listed in table B3602/1 and shall be continuous with no marked gaps or excessive quantities of any particular size. The mean grading of each lot (minimum of 4 but preferably 6 test points per lot) shall conform to the approved target grading plus or minus the tolerances specified in table B3602/4. However, no target grading plus tolerance can be set outside the original grading envelope in table B3602/1."

Table 3602/1

IN TABLE 3602/1 DELETE "85% of bulk relative density" AND REPLACE WITH:

"88% of Apparent Relative Density".

REPLACE THE GRADING SECTION IN TABLE 3602/1 WITH:

Grading	Nominal aperture size of sieve (mm)	Percentage passing through sieve by mass			
		Nominal max size			
		G1	G2	G3	
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

		37.5mm	37.5mm	37,5 mm	28 mm
	37,5	100	100	100	
	28	86 - 95	86 - 95	86 - 95	
	20	73 - 86	73 - 86	73 - 86	87 - 96
	14	61 - 76	61 - 76	61 - 76	73 - 86
	5	37 - 54	37 - 54	37 - 54	43 - 61
	2	23 - 40	23 - 40	23 - 40	27 - 45
	0,425	11 - 24	11 - 24	11 - 24	13 - 27
	0,075	6 - 10	6 - 10	6 - 10	5 - 12

Note:

Refer to standard COTO table for COTO grading if required

REPLACE TABLE 3602/4 WITH:

TABLE B3602/4

Sieve size (mm)	Permissible deviations by mean values (% by mass)		Permissible deviations by individual values (% by mass)	
	Nominal maximum size (mm)			
	37,5	26,5	37,5	28
28	± 5		± 5	
20	± 5	± 5	± 7	± 7
14	± 5	± 5	± 7	± 7
5	± 5	± 5	± 7	± 7
2	± 4	± 4	± 5	± 5
0,425	± 3	± 3	± 5	± 5
0.075	± 2	± 2	± 3	± 3

Note:

Refer to standard COTO table for COTO grading if required

ADD THE FOLLOWING NEW SUB-CLAUSE:

"e) Durability

The durability property of aggregates derived from the basic crystalline group shall be assessed by means of the Ethylene Glycol Durability Index. When tested in accordance with the method prescribed in B 8105(g) the Durability Index shall not exceed four.

In addition, the 10% FACT value obtained after soaking in ethylene glycol for four days shall not be less than 50% of that obtained on the unsoaked sample. Where any values are obtained that fall outside the above requirements, a detailed assessment of the quarry shall be undertaken together with a specialist mineralogical evaluation of both the coarse as well as fine fractions in order to assess the long-term durability properties of the material.

For Basic crystalline rocks, Arenaceous rocks, Argillaceous rocks and Diamictites the Durability Mill Index (DMI) shall be less than 125. For all other rock types, the Durability Mill Index (DMI) shall not be more than 420, subject to the % passing the 0,425mm sieve not increasing by more than 8 percentage points during the Durability Mill test."

B3604 CONSTRUCTION

b) Compaction

REPLACE THAT LAST SENTENCE OF THE FIRST PARAGRAPH WITH:

"The density of the layer shall be tested at each third of the layer thickness."

IN THE FOURTH LINE OF THE FIRST PARAGRAPH, REPLACE THE WORDS "after slushing" WITH "before slushing".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:

"Provision has been made in sub subclause B8108(b)(iii):

Calculation for the determination and of the apparent density for aggregates having a total water absorption exceeding 1,0% when determined or according with TMH methods B14 and B15."

c) Surfacing preparation of the base

REPLACE THE FINAL PARAGRAPH IN SUBSUBCLAUSE 3604(C)(I) WITH:

"Slushing of the base, is compulsory and shall be carried out within 48 hours after completion of the compaction. Even if the specified density is achieved without slushing or before completion of the slushing process, the full slushing process must still be completed."

DELETE SUB-SUB-CLAUSE (II) MULTI-STAGE PROCESS (WATER OR SLURRY ROLLING).

REPLACE THE HEADING OF SUBCLAUSE (g) WITH THE FOLLOWING:

"(g) Work in restricted areas"

B3605 PROTECTION AND MAINTENANCE

REPLACE "moisture content of the layer" IN THE FIRST PARAGRAPH WITH "moisture content of the upper 50mm of the layer."

ADD THE FOLLOWING TO THE END OF THE SECOND SENTENCE:

"as determined according to TMH 1 method A7."

B3607 QUALITY AND WORKMANSHIP

DELETE "8200 or" IN THE SECOND PARAGRAPH.

B3608 MEASUREMENT AND PAYMENT

Delete the first paragraph and replace it with the following:

"Note: No additional or extra over payment shall be made for work in restricted or confined areas."

Item	Unit
-------------	-------------

B36.01 Crushed-stone base:

ADD THE FOLLOWING SUBITEM:

"(g) Constructed from type G1 material obtained from approved commercial source, bituminous stabilized and compacted to 88% of apparent relative density (E1) (layer thickness indicated)	cubic meter (m ³)"
--	--------------------------------

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The temporary stockpiling of material shall not be paid for separately and full compensation shall be deemed to have been included in the rates tendered for the various payment items in which the material is to be used."

The unit of measurement shall be the cubic meter of completed crushed-stone base in place and compacted to the specified density. The quantity shall be calculated from the net authorised dimensions of the layer as shown on the drawings or prescribed by the engineer. No adjustments shall be made to the net specified dimensions for level and thickness tolerances, overbuilding and/or other wastage.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

AMEND THE DESCRIPTION OF ITEM 36.03 AS FOLLOWS:

"Item	Unit
B36.03 Crushed-stone base trial section (thickness indicated) constructed in accordance with the provisions of clause 3603	cubic metre (m ³)"

REPLACE THE FIRST MEASUREMENT AND PAYMENT PARAGRAPH WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre of completed trial section approved by the engineer."

ADD THE FOLLOWING ITEMS:

"Item	Unit
B36.16 Granular emulsion mix (GEMs) constructed from type G2 material obtained from commercial sources and compacted to 102% of modified AASHTO density, nominal maximum size of stone 37,5 mm	cubic metre (m ³)

The unit of measurement shall be the cubic metre of completed granular emulsion mix in place and compacted to the specified density. The quantity shall be calculated from the authorised dimensions of the layer as shown on the drawings or prescribed by the engineer.

The tendered rate shall include full compensation for mixing, placing and preparing the final surface of the GEMs layer. It shall also include compensation for hauling the aggregates over an unlimited free-haul distance from commercial sources and for correcting the layers, as well as for testing, protecting and maintaining the work as specified."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION B3400: PAVEMENT LAYERS OF MATERIAL**B3402 MATERIALS****(a) General**

Add the following after the first paragraph:

"Distinction shall be made between crushed and natural material for G4, G5 and G6 and shall be specified in the project specifications."

Add the following at the end of the second paragraph:

"For chemically stabilized layers the material shall conform to the requirements in table B3402/5."

Add the following after the second paragraph:

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in table 3402/1."

Replace table 3402/5 with:

"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILIZED LAYERS

CLASSIFICATION	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G5 quality
PI after treatment	Non-plastic	Non-plastic	6 max. ^{*(1)}	6 max. ^{*(1)}
UCS (MPa) ^{*(2)}	6 min.	4 min.	1,5 min	0,75 min.
ITS (kPa) ^{*(3)}	-	-	250 min.	200 min.
WDD (% loss) ^{*(4)}	5 max.	10 max.	20 max.	30 max.

Note:

- * (1) For materials derived from the basic crystalline rock group, the plasticity index after stabilization shall be non-plastic.
- * (2) Unconfined compressive strength @ 100% of modified AASHTO density
- * (3) Indirect tensile strength @ 100% of modified AASHTO density
- * (4) Wet/dry durability according to Method B8110"

(b) Compaction requirements

Change the compaction requirements for stabilized subbases to read as follows:

"96% and 97% as required for lower subbase and upper subbase respectively, for chemically stabilized material."

Add the following after the last paragraph:

"The compaction requirements for this Contract shall be as specified in the table below.

Base : C4 to 95% of modified AASHTO density

Subbase : G7 to 95% of modified AASHTO density

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Selected	:	G7 to 93% or 95% of modified AASHTO density
Subgrade	:	G9 to 93% of modified AASHTO density
Fill	:	G10 to 90% of modified AASHTO density."

Add the following subclause:

"(d) Material requirements

When the values listed in tables 3402/1, 3402/2, 3402/3 and 3402/4 cannot be attained with the type and quantity of stabilizing agent specified in Section 3500 in the project specifications and on the borrow pit plans, the Engineer will authorise the Contractor to vary and/or amend the quantity and possibly the type of stabilizing agent as well in order to obtain the required values."

B3403 CONSTRUCTION

Add the following subclause:

"(g) Temporary stockpiling of material

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used.

This subclause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the Engineer, in terms of subclause B3403(h), as these will be measured and paid for separately under item 32.06."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

"Test results and measurements will be assessed in accordance with the provisions of Section 8300."

B3407 MEASUREMENT AND PAYMENT

Delete the first paragraph and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Item	Unit
B34.01 Pavement layers constructed from taken from cut or borrow, including free-haul up to 1,0 km:	

(f) Gravel base (chemically stabilized) compacted to:

Add the following subitem:

"(iii) 95% of modified AASHTO density for a compacted layer
thickness of 150 mm and less.....cubic metre (m³)"

The unit of measurement and tendered rate shall be as specified under this pay item 34.01 in COTO.

Add the following item:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item	Unit
B34.14	Pavement layers constructed from obtained from commercial sources or approved sources provided by the Contractor, including all haul:

(a) Gravel subbase (unstabilised material) compacted to:

- (i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm cubic metre (m³)

(b) Gravel base (chemically stabilised material) compacted to:

- (i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm and less cubic metre (m³)"

The unit of measurement shall be the cubic metre of compacted pavement layer constructed with material obtained from commercial sources or approved sources provided by the contractor. The quantity of which shall be calculated in accordance with the authorised dimensions of each separate completed layer by the method of average end areas from levelled cross-sections prepared from the ground line prior to the construction of new pavement layers, and the final specified or authorised layer cross-section superimposed at 20 m intervals along the centre line of the road.

The tendered rates shall include full compensation for the cost of procuring and furnishing the material from commercial sources, transporting the material over an unlimited free-haul distance, temporary stockpile, placing, spreading, mixing, breaking down, shaping, watering, preparing and compacting the material, protecting and maintaining the layer and for conducting control tests, all as specified. The tendered rates shall include full compensation for blading all oversize material off the road into windrows, for loading and transporting the material for an unlimited free-haul distance to approved dumping sites provided by the contractor, and for off-loading and spreading the material, all as specified."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 5 : STABILIZATION**B3502 MATERIALS****(a) Chemical stabilizing agents**

Add the following:

"The stabilizing agent shall be class CEM II B-L 32,5 N cement conforming to SANS 50197-1:2000, or as directed by the Engineer. The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

Base: 3,0%

The Engineer may instruct the Contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.

Enough stabilizer should be added, over and above the design value, to allow for wastage due to high preshaping levels and inaccuracies during the spreading operation."

(i) Road lime

Add the following:

"Road lime shall be calcium type lime."

Delete subclauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement, and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted.

On this Contract CEM II B-L 32,5 N cement conforming to SANS 50197-1:2000, shall be used for stabilization purposes."

B3503 CHEMICAL STABILIZATION**(a) Preparing the layer**

Add the following:

"The material to be stabilized shall be spread and pre-shaped, so that a true cross-fall is obtained. The upper level of the spread material shall be such that any indentations and depressions caused by construction equipment shall be above or at final cutting level. Enough extra material must be allowed for, so that no filling whatsoever is carried out. The final operation on the base prior to final compaction will be cutting and never making up of levels."

(b) Applying the stabilising agent

Add the following to this subclause:

"The minimum rate of application for tender purposes shall be 3,0% by mass per mass of the specified stabilising agent. The Engineer may order an increased/ decreased rate of application. The spreading of stabilising agent shall be done by placing sacks along the road and spreading by hand using rubber squeegees. Sacks which have become damaged or wet shall be replaced at the Contractor's cost. Machine distribution of stabiliser shall not be permitted."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) Mixing in the stabilizing agent

Add the following:

"The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Engineer.

The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(h) Curing the stabilized work

Add the following to paragraph (ii):

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

Delete "(iii), (iv)" in the fourth line of paragraph (i):

(i) Construction limitations

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours"

Add the following:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in-situ material. When wet weather occurs, checks shall be conducted between initial testing and work commencing on any section.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The Contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his own expense.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

"No traffic or plant not actually used for processing of curing the layer shall be allowed to pass over the treated layers for a period of at least 48 hours after compaction is completed. Thereafter construction of the overlying layer may proceed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following subclauses:

"(j) General

The Contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents, for instance when they are carried by the wind.

Any biscuit layers or bowls, identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to surfacing. The repairs shall be for the account of the Contractor. Before surfacing is allowed, ball penetration tests shall be carried out.

(k) Stabilisation agent application rate

At least three weeks before start of stabilisation the Contractor shall submit samples of proposed sub base material and stabilisation agent for the Engineer's approval and strength design testing. Testing will be undertaken at the Contractors expense in order to determine the optimal application rate to achieve the specified strength.

(l) Rejection

A stabilised layer that has failed or has been rejected shall be removed and reconstructed with fresh material."

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following:

"The coefficient of variation shall not exceed 0,3 (30%) for mixing in place and 0,2 (20%) for plant-mixed material, calculated as follows:

$$\frac{S_n}{X_n} \times 100$$

where:

X_n is the average, and
 S_n is the standard deviation of stabilizer."

B3507 CONSTRUCTION OF TRIAL SECTION

Add the following to the last paragraph:

"The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

"Test results and measurements will be assessed in accordance with the provisions of Section 8300."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Add the following to the fourth paragraph:

"The stabilized material sampled from the layer for the compaction of modified AASHTO briquettes, shall be prepared according to TMH1 Method A16T; i.e. discard material coarser than a 37,5 mm test sieve, and compacted according to TMH1 Method A7."

Add the following paragraphs:

"The Engineer shall be notified in good time to enable him to conduct tests himself.

Stabilization strength shall be determined by means of the rapid cure method as described in TMH1 Method A13T.

Where the stabilizing agent is to be spread by hand, pockets of the stabilizing agent shall be placed on the layer at regular intervals. However, spreading shall only commence when the Engineer is satisfied that the correct quantity of stabilizing agent has been placed on the layer and has given permission that the stabilizing agent may be spread."

Add the following clauses:

"B3511 PLANT AND EQUIPMENT

Sufficient watering, mixing and compacting plant and equipment, in good working order, shall be provided to ensure that the specified quantities of water and stabilizing agent can be mixed in and the required degree of compaction obtained within the working periods specified in subclause B3505(g).

B3512 REMEDIAL WORK

Should finally mixing or compaction not be completed within the time limits specified in subclause B3505(g), or the layer be damaged, but subject to the provisions of clause 1220 and subclause 3306(c) of the standard specifications, the layer shall be ripped up, broken down and all oversize lumps removed. The procedures outlined in subclauses B3505(d) and (e) shall then be repeated at the Contractor's expense, adding half the amount of bitumen originally specified for the initial application."

B3510 MEASUREMENT AND PAYMENT

Replace the first paragraph with the following:

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

Item

B35.01 Chemical stabilization extra over unstabilized compacted layers:

Replace the first paragraph with the following:

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in situ authorised dimensions of the layers treated as instructed by the Engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

Add the following to the payment paragraph:

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item**B35.02 Chemical stabilizing agent**

Replace the third paragraph with the following:

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher preshaping levels will not be included in the quantity."

**SECTION B5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST
EROSION**

B5102 MATERIALS**(a) Stone**

Replace the second paragraph with the following:

"Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Engineer."

Add the following subclause:

"(d) Edge beams

Concrete edge beams shall have their exposed surfaces rendered to a class U2 surface finish. The edge beams, when required, shall be constructed prior to the laying of the paving blocks."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5200: GABIONS**B5201 SCOPE**

Add the following:

"This section also covers backfilling behind gabion protection walls."

B5202 MATERIALS**(d) Galvanizing**

Insert the following after "wire" in the first line:

", including binding wire,".

(e) Wire mesh

Add the following:

"The minimum wire diameter shall be 2,7 mm for PVC-coated wire and galvanized wire. Mesh size shall be 80 mm x 100 mm."

(f) Filter fabric below the gabions

Replace the contents of this subclause with the following:

"Filter fabric shall be in accordance with subclause B2104(a)(iii). The grade of filter fabric to be used shall be as shown on the drawings or as directed by the Engineer."

B5204 CONSTRUCTING GABIONS**(c) Assembly**

Add the following:

"In the event of the manufacturer's instructions not being available the following shall apply:

(i) Assembly

Prior to assembly the gabion material shall be opened out flat on the ground and stretched to remove all kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first, followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvedge. It shall then be passed round the two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These shall be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

On completion of erection of a suitable length of gabion the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along the edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following subclauses:

"(iii) Filling the boxes

Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of stone so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 330 mm vertical centres in 1,0 m deep units at a ratio of four to every 1,0 m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5 m deep gabions at 330 mm horizontal centres where water falls directly onto the gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when they are sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50 mm above their tops to allow for subsequent settlement of the filling.

(iv) Final wiring

Closing and wiring down of lids shall proceed as soon as practicable after filling operations and certainly in the likelihood of storms or floods during construction.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures.

(v) Cutting and folding mesh

Gabion mesh may only be cut, folded and wired together for the purpose of forming mitre joints, angles, curves or slopes which are not possible to construct using standard rectangular gabions. Such mesh shall be cut neatly, surplus mesh shall either be completely removed, or folded back, or folded and tightly wired to an adjacent gabion face. The cut edges of the mesh shall be securely laced together with binding wire."

Add the following clause:

"B5206 BACKFILLING BEHIND GABION EROSION PROTECTION WALLS

The material used for the backfilling behind gabion erosion protection walls shall be approved 'cut to spoil' material. The Contractor shall ascertain from the Engineer which 'cut to spoil' material has to be used for the backfilling. The density of backfilling behind gabion erosion protection walls shall be at least 85% of modified AASHTO density."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5500: FENCING**B5501 SCOPE**

Add the following:

"This section also covers the design, construction and erection of precast concrete walls along the boundaries of the road reserve as shown on the drawings or instructed by the Engineer."

B5502 MATERIALS**(a) Straining posts, stays, standards and droppers**

Replace the heading of this subclause with the following:

"(a) Straining posts, corner posts, stays, standards and droppers"

Add "corner posts," after "Straining posts," in the first line of the first paragraph.

Add ", corner posts" after "straining posts" in the first line of the fourth paragraph.

Add the following:

"Straining posts, corner posts, stays, standards and droppers shall be timber of the type and size specified on the drawings. Timber shall comply with the requirements of SANS 457 and shall be treated with creosote which complies with SANS 538 or SANS 539. Where the cutting of posts is unavoidable after having been treated, the Engineer may permit the required length to be cut off from the bottom of a post, provided that the exposed area is subsequently thoroughly treated with creosote."

(g) Gates

Replace the third paragraph with the following:

"Gates shall be fully galvanized according to the requirements of SANS 121."

5506 ERECTING STRAINING POSTS AND STANDARDS

Replace the heading of this clause with the following:

"B5506 ERECTING STRAINING POSTS, CORNER POSTS AND STANDARDS"

Add "and/or corner posts" after "straining posts" in the first line of the first paragraph.

Add "and corner posts" after "straining posts" in the first line of the second paragraph.

Add "and corner posts" after "straining posts" in the first line of the fourth paragraph.

Add ", corner posts" after "straining posts" in the first and fifth lines of the sixth paragraph.

Add the following clause:

"B5515 PRECAST CONCRETE WALLS**(a) General**

The design, construction and erection of precast concrete walls shall be in accordance with the details on the drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The walls shall consist of slabs placed in slotted precast reinforced-concrete posts.

Foundation dimensions refer to the minimum size of the foundation required.

The Contractor shall submit design details, drawings and construction methods to the Engineer for approval before commencing work.

Before constructing the wall, the Contractor shall prepare a drawing, to be approved by the Engineer, showing the ground profile along the lines where the walls are to be constructed. He shall indicate his proposed foundation sizes, as well as post arrangements, where slopes exceed 1:10.

(b) Excavation and backfilling

All excavations shall be carried out to lines, levels and positions approved by the Engineer. Excavations shall be neat, shall be free of loose material and shall be trimmed to the correct dimensions before the concrete is placed.

The positioned posts shall be secured in the excavated holes using class 15/38 concrete.

The material adjacent to the bottom picket-type panel shall be well compacted by hand. Care shall be taken not to damage the panels.

(c) Materials

All precast concrete units shall have a minimum 28-day concrete strength of 30 MPa and all materials shall comply with the requirements of Section 6400.

The concrete finish shall comply with the requirements of Section 6200.

The steel reinforcement shall comply with the requirements of Section 6300.

(d) Dimensions and tolerances

Precast concrete slabs of not less than 40 mm thick shall be fitted into slots in the concrete posts. The slabs shall be interlocking, shall be constructed to fit flush, and shall provide a smooth, unbroken face.

The posts shall be set vertically and the wall shall be designed to withstand a wind load (at working stresses) producing a horizontal pressure of 1 kPa over its full face. No permanent deflection, movement, rotation or structural failure in either the slabs or the posts shall occur.

The slabs shall be set horizontally, irrespective of ground slope, and shall be suitably grouted into the slots with 1:4 cement : sand mortar.

No post shall be more than 20 mm out of plumb and no slab shall be out of level by more than 1:150.

The Engineer reserves the right in terms of clause 1220 to reject any damaged slab or post at any stage until final acceptance of the work."

B5514 MEASUREMENT AND PAYMENT

Add the following note directly after B5514 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHAPTER 11 : ANCILLARY ROADWORKS**PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION****B5102 MATERIALS****a) Stone**

REPLACE THE 2ND PARAGRAPH WITH THE FOLLOWING:

"Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Employers Agent."

c) Sand**(ii) Sand for bedding**

Replace this sub-sub-clause with the following:

Sand for bedding used for paving blocks shall not contain any deleterious impurities and shall comply with the requirements given in table B5102/1.

TABLE B5102/1

Sieve size (mm)	Percentage passing
10	100
5	95 – 100
2	73 – 86
1	43 – 78
0,600	25 – 60
0,300	10 – 30
0,150	5 – 15
0,075	5 – 10

Note:

Refer to standard COTO table for COTO grading if required

B5106 SEGMENTAL BLOCK PAVING**d) Edge beams**

ADD THE FOLLOWING PARAGRAPH:

"Where concrete edge beams are constructed the relevant specifications under section 2300 shall apply."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5600: ROAD SIGNS B5601**SCOPE**

Replace "South African Road Traffic Signs Manual" in the second paragraph with "SADC Road Traffic Signs Manual"

B5602 MATERIALS**(a) Structural steel**

Replace the second paragraph with the following:

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SANS 121 for Type A1 or B1 articles, as applicable."

Replace the second sentence of the first paragraph with the following:

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications: SANS 926 for a two-pack zinc-rich epoxy primer, SANS 681 for the undercoat, and SABS 1413 for a chloro-rubber finishing coat."

(g) Retro-reflective material

In the first sentence replace "SABS 1519" with "SANS 1519-1" and delete "and the adhesion requirements of CRS 191".

In the second paragraph add the following:

"Class IV material 10 year warranty grade"

Replace the third last paragraph with the following:

"The Contractor shall provide proof that class III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

The specific commercial products used as class III and IV shall be subject to the approval of the Engineer."

Add the following after the second last paragraph:

"Should a Contractor manufacture signs without the necessary approval it shall be deemed that the Contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the Engineer) occur within seven years, the Contractor shall remanufacture the sign and re-erect the sign at no cost to the Employer."

Add the following to the last paragraph:

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the Contract shall be identified by a batch number. A certificate of all materials' compliance with SANS 1519 shall be submitted to the Engineer within 3 months of the material being used. An outdoor weathering test will not be required."

Add the following:

"Retro-reflective materials shall comply with the requirements of SANS 1519 but the requirements of clauses 3 and 4 of CKS 191 shall take precedence.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Mixing 3M Scotchlite, Kiwalite or any other approved products on the same sign will not be permitted. The Contractor will also be required to produce lifespan guarantees as well as SABS approved certificates, with regard to the retro-reflective material specified or tendered for.

When measured in accordance with SANS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in table 1 of SANS 1519 (duplicated as table B8118/1 in these specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the retro-reflective material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer."

(k) Back vinyl

In the second sentence replace "SABS 1519" with "SANS 1519-1" and delete the rest of the sentence.

Add the following subclauses:

"(l) Chromadek sections

Chromadek sections shall be 1,2 mm thick and shall comply with the details on the drawings.

(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant. As reflective material loses its retro-reflective and adhesive qualities in poorly ventilated conditions, 25 mm diameter holes spaced at maximum intervals of 300 mm shall be cut in the plastic to render it permeable.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

Add the following subclause:

"(n) Wind cone

When required a wind cone shall be supplied and installed according to ICAO (Annex 14) requirements. The mounting height of the wind cone shall be 6 meters high. The wind cone size shall be 3,6 meters in length and the throat dimension shall be 0,9 meters in diameter. The taper of the fabric wind cone from the throat to the trailing end must be designed to cause the windsock to fully extend when exposed to a wind of 15 knots (28 km/h). The location for the wind cone must be based on the visual as well as the true wind occurrence. Payment for this item will be made under item B56.10."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following to the first paragraph:

"The Contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.

The Contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

Insert the following after the third paragraph:

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer.

The Contractor shall make every effort to ensure that sign boards are correct in all respects and, before dispatching the boards from the manufacturer's factory, shall provide the Engineer with a 100 mm x 150 mm (or A5 sized) colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road sign boards

Add the following:

"Chromadek sections shall be assembled in accordance with the drawings.

Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be a practical visual match of the specified colour.

(iii) Overlays

Overlays manufactured from Chromadek flat sheet (or approved alternative method) shall be factory installed to temporarily cover certain information on the signboards until such time that this information becomes appropriate. The reflective sheeting on these overlays shall be a colour match to the background of the signs to which they are applied. The overlays shall be riveted in position with a 2 mm fibre washer between the overlay and the road sign board to limit the direct contact between the overlay and the signboard. These overlays shall be measured under item B56.01."

B5604 ROAD SIGN FACES AND PAINTING

(b) Preparing surfaces and applying paint and retro-reflective sheeting

Add the following to the first paragraph:

"and shall conform to the requirements of TYPE A signfaces, as indicated on the drawings."

Add the following new subclause:

"(e) Application of retro-reflective material

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminum sections in subclause 5603(d) of the standard specification, and of subclause B5603(a)(ii) of this project specification."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material
- Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS**(b) Excavation and backfilling**

Add the following after the first sentence of the first paragraph:

"A 300 mm thick drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the drawings."

(c) Erection

Add the following paragraphs:

"After erection, the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the engineer.

On completion of signs on the road section, the Contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical vegetation growth- retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the vegetation growth retarder."

(g) General

Add the following after the first paragraph:

"The Contractor shall erect collapsible edge marker posts where indicated on the drawing. The collapsible posts shall be Carsonite posts or similar approved and shall be reflectorised by means of class IV retro-reflective material as shown on the drawings."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION B5700 : ROAD MARKINGS**B5701 SCOPE**

Replace "South African Road Traffic Signs Manual" in the second paragraph with "SADC Road Traffic Signs Manual".

After the last paragraph, add the following:

"Provision is made in the schedule of quantities for different road-marking materials. The Contractor shall take note that the Employer reserves the right to utilize any, or all, or a combination of any of these road-marking materials at any stage during the construction period. The utilization of the road-marking materials as indicated cannot be regarded as grounds for any claim by the Contractor."

B5702 MATERIALS

Insert the following before subclause (a):

"The selection of appropriate road-marking materials for permanent road markings to ensure conformance with the requirements of this specification rests with the Contractor. Road-marking materials for temporary road markings as clarified in SANS 731-1 shall be equal to or more durable than road-marking paint specified in subclause B5702(a)(i) and (ii), provided it meets the specified initial performance criteria. Road-marking materials for permanent road markings as clarified in SANS 731-1 shall be hot-melt thermoplastic or cold plastic equal to or more durable than plastic road-marking material specified in subclause B5702(a)(iii) provided it meets the specified initial performance criteria. Should the Contractor propose alternative materials for permanent road markings, the onus is on the Contractor to provide the Engineer with sufficient supporting evidence to assess the extent to which the alternative product(s) meet the requirements of subclause B5702(a)(iii)."

(a) Paint**(i) Road-marking paint**

Add the following:

"The commercial product supplied shall be subject to the approval by the Engineer on the submission of a certificate of the SABS permitting the manufacturer to apply the SABS standardization work to the supplied product."

Add the following to the end of the paragraph:

"The product supplied for temporary road markings shall be subject to the approval by the Engineer on the submission of a certificate by an accredited institution indicating that the product substantially equals or surpasses the requirements of SANS 731-1 for Type 1, 2 or 4 paints."

(ii) Retro-reflective road-marking paint

Replace "CKS192" in the first paragraph with "SANS 51423 for medium grading glass beads".

When measured in accordance with SANS 6261-2008 within a period of two weeks (± 1 week) after application, the coefficient of retro-reflected luminance, R_L , of temporary road markings shall be at least 150 mcd/m².lx for white markings and 100 mcd/m².lx for yellow markings.

(iii) Plastic road-marking material

Add the following:

"Notwithstanding the specified composition of hot-melt thermoplastic, it is required that the permanent road markings shall comply with the requirements of EN 1436 Type I road markings of class R5 for

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

white markings ($R_L \geq 300 \text{ mcd/m}^2.\text{lx}$) and class R3 for yellow markings ($R_L \geq 150 \text{ mcd/m}^2.\text{lx}$) for dry road markings when measured in accordance with SANS 6261-2008 within a period of two months (± 2 weeks) after application.

The Employer retains the right to require the Contractor to apply EN 1436 Type II road markings as the permanent road markings on this Contract. (Type II road markings are road markings with special properties meant to enhance the retro-reflection in wet or rainy conditions.)

The product supplied for permanent road markings shall be subject to the approval by the Engineer, who may request the Contractor to provide sufficient supporting evidence to compare the durability of the proposed product with that of hot-melt thermoplastic material."

Add the following subclause:

"(iv) Textured road-marking materials:

Various proprietary textured road-marking products are available in the market, including products named: Drop-on line™, Vibraline™, Stamark™ and Rumble-strip.

In the interest of road safety the Employer may require the application of such proprietary textured road markings. Such markings shall be applied by a Contractor suitably licensed by the proprietary holder for such application. The application shall be done strictly in accordance with the suppliers' requirements."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add the following:

"The machine shall always operate in the direction of the traffic when applying lane markings."

B5705 SURFACE PREPARATION

Add the following at the end of the second paragraph:

"The onus is on the Contractor to ensure that the surface on which the road markings are to be applied is sufficiently clean and dry to ensure that the quality of the road markings will not be adversely affected. The Contractor is also responsible for protecting roadstuds from being painted over, and the subsequent cleaning thereof if such over-painting did occur. (The cleaning of the roadstuds shall be done in such a manner that the functionality of the roadstuds will not be detrimentally affected by the cleaning agent.)"

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

"Where road markings are to be replaced after milling/overlay, it is essential that all existing barrier lines and other road markings be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of the new road markings shall be reassessed on site by the Engineer before the Contractor commences with the road marking. No separate payment will be made for referencing the existing road markings and full compensation shall be included in the rate tendered for item B57.06.

For safety purposes, premarking of the final road markings shall be done on a daily basis at the end of each working shift for the construction of the final overlays."

B5707 APPLYING THE PAINT

The Contractor shall ensure during construction and paving of the final surfacing layer that the longitudinal joints coincide with the new lane markings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Replace the second last paragraph with the following:

"Road-marking materials shall be applied at application rates which would suit the traffic conditions in such a way that the functional life of the temporary road markings would exceed six months, whilst the expected functional life of the permanent road markings should exceed 36 months."

Replace the first sentence of the last paragraph with the following:

"The road markings shall be applied immediately after 2,0 km of continuous road has received a new asphalt layer, or 4,0 km of continuous road has received an overlay or where, in the opinion of the Engineer, the road conditions are unsafe. The Contractor will not be permitted to occupy a new construction zone before the final road markings for the current construction zone have been completed.

The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site."

B5708 APPLYING THE RETRO-REFLECTIVE BEADS

Replace the second sentence with the following:

"The rate of application of the beads shall be such that the coefficient of retro-reflected luminance, R_L , specified in subclause B5702(a)(ii) is achieved."

Delete the second paragraph.

B5710 TOLERANCES

(c) Alignment of markings

Add the following paragraphs:

"When an unbroken line and a broken line are painted alongside each other, the beginning and the end of the unbroken lane shall coincide with the beginning of one broken line and the end of another broken line. When existing lines are repainted, the new markings shall not deviate more than 100 mm in the longitudinal direction, or 10 mm in the transverse direction, from the existing marking.

The alignment of the roadstuds shall not deviate from the true alignment by more than 10 mm and shall be positioned so that the reflective faces are within 5 degrees of a right angle of the center line of the road."

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between "black paint" and "or chemical paint remover":

", bituminous emulsion, slurry"

Add the following to the last paragraph:

"Where black paint is used, it shall be matt."

Add the following paragraph:

"The Contractor shall provide for construction of trial sections, to adjust his road-marking process according to prevailing conditions. Trial sections may be constructed on the sections required to be marked on the written approval of the Engineer for each and every trial section constructed. The costs of all trial sections, including traffic accommodation measures, and removal of/or reconstruction

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

of unacceptable markings, shall be borne by the Contractor. No additional payment shall be made for trial sections, and the costs thereof are deemed to be included in the tender rates."

B5712 FAULTY WORKMANSHIP OR MATERIALS

Add the following paragraphs:

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected luminance when measured in accordance with SANS 6261-2008 at a 5% sample level, the Contractor shall repaint the works at his own cost.

While work is in progress, tests shall be carried out on materials and/or the quality of work to ensure compliance with the specified requirements. The sampling methods are specified in SABS 731-1. The sampling methods described in TMH 5 shall be followed where applicable.

Should it be clear prior to any of the inspections, that the road markings would not meet the required level of performance at the agreed inspection dates, the Contractor may use his discretion to apply appropriate remedial actions to rectify the shortcomings after getting approval from the Engineer for such remedial work, approval which would not be unreasonably withheld. The approval may be subject to such conditions, which the Employer may reasonably set and shall be subject to a penalty of R10 000,00 per day or part thereof for traffic delay and disruption. The cost for traffic accommodation provisions shall be borne by the Contractor. The remedial works shall be done in a way that would complement the road markings which are deemed to be substandard, in such a way that the specified end-product would be achieved without any further remedial work.

All remedial works required for reinstatement of the works, shall commence within 14 days of the date determined by the Engineer, and shall be completed by the date determined by the Engineer, after which penalties for delay may be applied.

No additional payment, other than that specified in the Contract, will be made if any portion of the works is found to exceed the specifications in any respect, or for any benefits accruing as a result of any superior performance of the applied road markings."

B5714 MEASUREMENT AND PAYMENT

Add the following note immediately after B5714 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5800: LANDSCAPING AND PLANTING PLANTS B5801**SCOPE AND DEFINITION****(a) Scope**

Delete this paragraph and replace with:

"This section includes all areas affected by construction activities. It includes landscaping, grassing, rehabilitation, erosion protection and planting trees and shrubs."

(b) Definition**Weeds**

Delete "(as listed in bulletin 413 issued by the Department of Agriculture, Directorate of Agricultural Information)" and replace it with "(as listed in the Conservation of Agricultural Resources Act)".

B5802 MATERIALS**(a) Fertilizer/soil-improvement material**

Replace the contents of this subclause with the following:

"The fertilizer/soil-improvement materials to be used shall be one or more of the following types, or as prescribed by the Engineer:

- (i) Lime
- (ii) Superphosphate (10,5)
- (iii) Limestone ammonium nitrate
- (iv) 2:3:2(22) + Zn
- (v) 3:2:1(25)
- (vi) Monophosphate
- (vii) Ureum (46)
- (viii) Potassiumchloride (50)."

(c) Grass seeds

The Contractor shall note that normally grass seeds are to be ordered at least six months in advance so that the necessary harvesting can take place well in time.

Grass seeds shall be mixed with a mulch of either chopped straw, sawdust or sand in order to prevent the separation of seeds of different size, weight and shape. Prior to seeding, trials shall be carried out to determine which of these materials is most effective in preventing the separation of seeds. 2.3.2(22) Zn fertilizer shall be added to the seed mixture prior to broadcasting.

(d) Grass sods

Delete "until they are placed" in the last sentence of the first paragraph and replace with "once placed for planting."

- (i) Nursery-grown sods

Add the following:

"The sods shall be free of weeds, weed seeds, insects and fungal diseases."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) Veld sods

Add the following:

"The sods shall be free of weeds, weed seeds, insects and fungal diseases."

(e) Anti-erosion compounds

Replace the contents of this subclause with the following:

"Anti-erosion compounds shall consist of Earthbound or similar approved, and the nominal rate of application for tender purposes shall be 1 200 kg/ha. This application rate may be amended on instruction from the Engineer if required."

(f) Topsoil

Add the following at the end of the first paragraph:

"The Contractor shall be responsible for the control of any germination of weed seeds within topsoil used on site."

Add the following at the end of the second paragraph:

"Areas such as stockpiles, borrow pits and spoil sites shall be stripped of all topsoil before work may commence within the area. Should a larger site for any of the above be required during construction, the Contractor shall refer to the DEO for best practice methods on ensuring the preservation of the additional stripped topsoil."

Add the following new paragraph:

"The topsoil shall be kept free of all foreign material generated during construction. This shall include all stone and bituminous products. Topsoiling shall not be accepted should it contain any of the above material."

B5804 PREPARING THE AREAS FOR PLANTS

(b) Areas which do not require topsoil

Replace "50 mm" with "20 mm" and "150 mm" with "20 mm".

Add the following:

"In areas with large natural rock, i.e. not blasted or excavated rock, these rocks may be placed so as to look like a natural part of the landscape."

Add the following new subclause:

"(g) Removal of undesirable vegetation

During the course of the Contract the Engineer may instruct the Contractor to physically remove undesirable vegetation from within the road reserve. Such an operation will take place before the flowering stage of the undesirable vegetation upon written instruction from the engineer, but shall not relieve the Contractor of his obligation towards weeding sodded, grassed areas as described under 5806(a) and any area directly affected by any construction activity. Should the Contractor fail to respond to the written instruction from the Engineer for the removal of the aforementioned undesirable vegetation before flowering, the Contractor shall be held contractually responsible for any growth or seeding of said vegetation for a period of not less than eleven (11) months in the affected area."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5807 TREES AND SHRUBS**(b) Preparing plant holes**

Delete and replace the contents of subclause B5807(b)(iv) with the following:

"Each hole shall be refilled using 40 litres of GROMOR compost, together with 100 grams of 2:3:2 (22) +Zn fertilizer thoroughly mixed together with the topsoil layer removed during preparation of the hole.

Before planting can commence the Engineer shall approve the planting holes and soil mixture used.

Prices for the excavation of the holes and planting of the trees and shrubs shall be invited from experienced contractors familiar with the planting and establishment of indigenous vegetation."

(d) Maintenance

Insert the following as a new first paragraph:

"During the construction period, the trees and shrubs planted shall be given 10 litres of water every two weeks."

B5808 GENERAL

Insert the following subitem:

"(g) Weeding

The Contractor shall maintain all areas affected by construction activities free of all undesirable plant species. They shall be removed before the flowering stage of each species. Should the Contractor fail to remove the alien plant species before flowering, he shall be held responsible for alien plant removal within the affected area for an additional period of one year, over and above the contractual one year maintenance period/defects liability period.

The method for the removal of undesirable plant species shall be either by hand, which shall include the removal of the complete root system, or by chemical means, through the use of a registered selected herbicide. Only a registered, licensed pest control operator, licensed for the industrial application of herbicides, shall administer the application of the herbicide."

Add the following subitem:

"(h) Establishment of vegetation within areas disturbed by construction activities

The Engineer shall assess any area within the construction boundaries that has been disturbed by construction activities, but which is not scheduled for formal re-vegetation within the Contract. The assessment shall include whether re-vegetation is required. These disturbed areas nonetheless remain the Contractor's responsibility for the removal of alien vegetation (see B5804(g)) for which no additional payment will be made.

Any area outside the roadwork area, namely on existing cut and fill slopes, as well as between toelines and the reserve boundaries that has been disturbed by spoiled material or any other activities whatsoever by the Contractor shall be reinstated to its original condition. The Engineer will prescribe the necessary reinstatement that may include removal of the spoiled material, ripping, placing of new topsoil and grassing. No payment will be made for the reinstatement and repairs of these areas."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B5809 MEASUREMENT AND PAYMENT

Add the following note immediately after B5809 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Amend the following pay item to:

Item	Unit
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B 58.03 Preparing the areas for grassing:

(e) Providing and applying chemical fertilizers and/or soil-improvement material:

(vi) Other fertilizers and/or soil-improvement materials if required (as specified by the Engineer).. provisional	(Prov) sum
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(vii) Handling costs and profit in respect of subsubitem B58.03(e)(vi) above	percentage (%)
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The unit of measurement for subitem B58.03(e)(vi) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for subitem B58.03(e)(vii) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B58.03(e)(vi) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION B5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901 SCOPE

In the first line of the second paragraph, insert the following after "this section":

"...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section ..."

Add the following:

"Where reference is made in this section to 'the road and road reserve', this shall also be deemed a reference to 'the site of the works'."

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new subclause:

"(a) New construction"

Replace the sixth paragraph with:

"All materials resulting from the finishing operations shall be disposed of at approved spoil sites provided by the Contractor in accordance with the Environmental Management Plan."

Add the following:

"(b) Renewal construction"

After completing construction work within the site, the Contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the Contractor shall, at his own cost, reinstate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The Contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites provided by the Contractor in accordance with the Environmental Management Plan.

All haul roads shall be reinstated to the original natural state."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COTO CHAPTER 6 CONCRETE LAYERS**6.2 SEGMENTAL BLOCK PAVING LAYERS****PART C MEASUREMENT AND PAYMENT***ADD THE FOLLOWING PAY ITEM:***“BC6.2.5 EXISTING PAVING**

- a) Lifting up existing paving blocks including neatly stacking on site designated by the Employers agent
(i) All types and sizes.....square meter (m²)
- b) Lifting up existing paving blocks and spoil material
(i) All types and sizes.....square meter (m²)

The unit of measurement shall be the square meter of existing paving lifted, and stockpiled or spoiled. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the Engineer.

The tendered rate shall include full compensation for removal of the paving, and stockpiling or spoiling with in a free haul distance of 0,5 km, for all other work necessary to complete specified.”

BC6.2.6 TESTING OF BRICKS AS PER SANS 1058:2007.**THE TENDERED UNIT RATE SHALL INCLUDE****FULL COMPENSATION FOR TESTING PER UNIT BATCH.....Square metre (m²)****COTO CHAPTER 20: QUALITY ASSURANCE**

For the purposes of this contract, the acceptance and rejection of material and workmanship shall be according to Quality Control Scheme 2.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN
EXT 12&13.

C3.5 PARTICULAR SPECIFICATIONS

PCL : COMMUNITY LIAISON AND COMMUNITY RELATIONS

PES : LOCATING AND PROTECTING EXISTING SERVICES

PLIS : LABOUR INTENSIVE SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PCL: COMMUNITY LIAISON AND COMMUNITY RELATIONS**PCL 1 GENERAL**

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the NALA Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 PUBLIC LIAISON OFFICER (PLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty-minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- j. To receive and attend to any complaints lodge by PSC and members of the community.
- k. To keep a daily written record of his interviews and community liaison.
- l. All such other duties as agreed upon between all parties concerned.
- m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the NALA Local Municipality.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be R7 500.00 per month unless otherwise ordered by the Engineer. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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PES : LOCATING AND PROTECTING EXISTING SERVICES**PES 1 GENERAL**

All services are not known and it will be the responsibility of the contractor to locate and protect all services in the vicinity of the construction work.

PES 2 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PES 3 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PES 4 MEASUREMENT AND PAYMENT**Location and protection of existing services:****PES 4.1 Provision of detecting devices for:**

- (a) Water and sewer pipes Unit : Sum
- (b) Electrical and other cables Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PES 4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways Unit : m³
- (b) In all other areas Unit : m³

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid separately.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

PLIS: LABOUR INTENSIVE SPECIFICATION

PLIS 1 SCOPE

PLIS 1.1. Scope of Specification

All items in the schedule of quantities with a "(L)" added to the item reference, will be classed as a Labour-intensive task, and labour-intensive principals must be used.

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

- (a) trenches having a depth of less than 1.5 meters
- (b) storm water drainage
- (c) low-volume roads and sidewalks

PLIS 1.2. Precedence

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

PLIS 1.3. Hand excavatable material

Hand excavatable material is material:

- (a) granular materials:
 - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense or dense; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolate boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm;
- (b) cohesive materials
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic con penetrometer is required to penetrate 100 mm;

Note : 1) A boulder, a cobble and gravel material is with a particle size greater than 200 mm.

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

TABLE 1.3 STANDARD TASKS

ACTIVITY	TOOLS	TASK	
Bush clearing	Axe, saw, rope	Medium dense bush (4 to 7 bushes per 100 m ²) 350 m ² /md Dense bush (10 to 15 bushes per 100 m ²) 200 m ² /md Very dense bush (20 to 30 bushes per 100 m ²) 100 m ² /md	
Grass clearing	Slasher, spade, hoe, fork, rake.	Dense grass 85 m ² /md	
Stripping ground cover and grubbing out roots, haul to nearby dump and spread	Pick, shovel, fork, rake	Light vegetation, dig to 50 mm deep 150 m ² /md Medium vegetation, dig to 100 mm deep 75 m ² /md Heavy vegetation, dig to 150 mm deep 40 m ² /md Dig in soft ground to remove roots 42 m ² /md	
Grubbing out roots to 250 mm deep Destumping (removal of stumps and large roots)	Pick, shovel, fork, rake Pick, shovel, axe	Medium dense bush 60 m ² /md	
Removal of bush and tree cuttings	Bush hook, rope, axe, saw	Cut, bundle and load branches, tree trunk pieces, other vegetation 8 m ³ /md	
Boulder removal	Crowbar	Daily paid	
Excavation (measured in place) Loose soil Sticky soil Firm soil Hard stony gravel	Shovel Spade, fork, forked hoe Pick, shovel, spade, hoe Pick, shovel, crowbar	Throwing distance: up to 4 m 4 to 6 m 5 to 6 m ³ /md 4.5 to 5 m ³ /md 2 to 3 m ³ /md 1.5 to 2 m ³ /md 3 to 4.5 m ³ /md 2.5 to 4 m ³ /md 1.5 to 2 m ³ /md 1 to 1.5 m ³ /md	
Loading (measured loose) into: Wheelbarrow Trailer Truck	Shovel	Loose soil or gravel: 12 to 15 m ³ /md 7 to 10 m ³ /md 4 to 6 m ³ /md	
Levelling roadbed (measured loose)	Shovel, spreader	60 m ² /md	
Wheel-barrow haul (measured loose; haul and unload only)	Wheelbarrow (Note production increases 30% for good haul route and decreases 30% for poor haul route)	Equivalent haul distance = length + 10(rise + fall) 20 m 40 60 80 100 120 140 160 180 200	Production in loose m ³ /md over average haul route 4.44 3.16 2.44 2.00 1.70 1.44 1.28 1.15 1.02 0.95

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ACTIVITY	TOOLS	TASK
Picking loose roadbed (bank m3)	Pick, shovel, fork	40 m2/md
Spreading loose material (loose m3)	Shovel, spreader, hoe	Soil 12 loose m3/md Gravel 10 loose m3/md
Watering, mixing, spreading and levelling	Shovel, spreader, hoe, string-lines, water bowser	Sandy soil 4.5 m3/md Gravel 3 m3/md (measured tight after compaction)
Compaction and re-levelling	Roller, string lines, straightedge, shovel, spreader.	Depends upon chosen roller (see below)
Compaction by pedestrian-controlled double drum vibro-roller	"Stampede" rollers: R75/50 S R90/55 S	Mass kg 980 1 350 Passes 5 4 Layer 100 mm 100 mm
Loosen material in trench with pneumatic tools	Compressor, pneumatic tools, team of 4 people	Intermediate 19 m3 for team Rock 12 m3 for team
Screen bedding material	Sieve, shovel	7 m3 loose /md
Offload flat-bed truck or trailer	Shovel	15 m3 loose /md
Trench backfill, hand compaction	Shovel, spreader, hand-stamper, watering can	Backfill, compact, clean-up and load spoil 4.5 m3/md
Collecting loose stone	Gloves, wheelbarrows	Up to 20 m 2.5 m3/md 20 to 50 m 2.0 m3/md
Quarrying, prying out cracked rock	Crowbar, gloves, sledgehammer.	Up to 20 m 0.5 to 1 m3/md
Rock crushing	New Dawn Engineering hand-turned rock crusher, shovel	0.25 m3/md (depends on size of feed-stock and size of product)
Backfill trench and compact	Shovel, watering can, hand stamper	3.0 m3/md
Lay kerbing on level base	Shovel, rubber mallet, string-line, trowel, wheelbarrow	Straight 6.5 to 10.0 m/md Curved 2.0 to 5.0 m/md
Stone pitching: Plain stone pitching Grouted stone pitching Wired and grouted stone pitching	Club hammer, gloves, string-line, shovel, wheelbarrow, stiff broom, pliers, short crowbar	10 to 15 m2/md, 200 mm thick 6 to 10 m2/md, 200 mm thick 3 to 5 m2/md, 200 mm thick
Block paving: placing bedding sand, laying blocks, compacting, joint filling, clean up	Shovel, screed rails and beam, rubber mallet, plate compactor, bass broom, wheelbarrow, gloves	16 to 20 m2/md
Stormwater drainage pipes: trimming, bedding, laying, backfilling, compaction	Shovel, rake, boning rods, hand stamper, watering can, rope and ground anchors	450 mm dia concrete: 1.2 m/md (needs team of 10) 600 mm dia concrete: 1.0 m/md (needs team of 10) 450 mm dia plastic: 3.5 m/md (needs team of 5)
Concrete base slab: batch, mix, transport, pour and finish off	Batching boxes, wheelbarrow, shovel, screed beam, wood float	0.8 m3/md (needs team of 5)
Stone masonry walls	Wheelbarrow, shovel, trowel, club hammer, string line, spirit level, batching box.	1.0 m3/md
Gabion work	Gloves, string-line, shovel, wheelbarrow, pliers, short crowbar	1.5 m3/md

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 meters shall be excavated by hand.

PLIS 1.4. Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm.

Each layer shall be compacted using hand stampers:

to 90% Proctor density;

such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or

such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLIS 1.5. Excavation

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

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

PLIS 1.6. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLIS 1.7. Shaping

All shaping shall be undertaken by hand.

PLIS 1.8. Loading

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

PLIS 1.9. Haul

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

PLIS 1.10. Offloading

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

PLIS 1.11. Spreading

All material shall be spread by hand.

PLIS 1.12. Compaction

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLIS 1.13. Grassing

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

PLIS 1.14. Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

PLIS 1.15. Manufactured Elements

Element manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C3.7.1 DEFINITIONS

"The community" means individual and communal property owners, organized groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

"Subcontractor" shall be similarly and appropriately construed.

Emerging contractor means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

Affirmable Business Enterprise (ABE): a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“Subcontractor” means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of subcontractor means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

“Project Committee” is the committee comprising out of the Employer’s representative, The Engineer or his representative, the Contractor or his representative and the CLO.

“CLO” is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.7.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME’s / ABE’s in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

C3.7.3 TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the *PART T2.1* Contract Data.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependents
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) Terms and Conditions Pertaining to the Employment of the Temporary Workforce and subcontractors

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.7.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.7.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.7.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 55.1.5 of the conditions of contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C3.7.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
ITEM	UNIT

B12.02 Community Liaison Officer salary	provisional (Prov) sum
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The provisional sum provided shall cover the salary of the duly elected and approved CLO.

ITEM	UNIT
------	------

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B12.04 Training

- a) Training of the temporary workforce
 - i) Technical training provisional (Prov) sum
 - ii) HIV/AIDS provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

ITEM	UNIT								
B12.02/4	Handling	costs	and	profits	in	respect	of	items	
B12.02 and B12.04	percentage (%)								

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

C3.8 DRAWINGS**,.....6 PREPARED BY THE EMPLOYER**

The following is the list of drawings prepared by the Employer and applicable to this Contract:

DRAWING NO.	DESCRIPTION
Issued separately	
1000-01	Locality Plan (Sheet 1 of 1).pdf
1500-01	Road Classification (Sheet 1 of 1).pdf
2500-01	Road Layout Plan (Sheet 1 of 3).pdf
2500-02	Road Layout Plan (Sheet 2 of 3).pdf
2500-03	Road Layout Plan (Sheet 3 of 3).pdf
3000-01	Longitudinal Sections (Sheet 1 of 2).pdf
3000-02	Longitudinal Sections (Sheet 2 of 2).pdf
3500-01	Cross Sections (Sheet 1 of 7).pdf
3500-02	Cross Sections (Sheet 2 of 7).pdf
3500-03	Cross Sections (Sheet 3 of 7).pdf
3500-04	Cross Sections (Sheet 4 of 7).pdf
3500-05	Cross Sections (Sheet 5 of 7).pdf
3500-06	Cross Sections (Sheet 6 of 7).pdf
3500-07	Cross Sections (Sheet 7 of 7).pdf

Note: Although, elsewhere in the Contract Document, drawings are referred to by their generic numbers only, the alphabetic suffix (if any) to a drawing number as given in this List of Drawings denotes the revision of the drawing that is applicable to this document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

PART C4 SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

Geotechnical report for the ground conditions of the proposed site will be made available to the appointed Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NALA LOCAL MUNICIPALITY

CONTRACT NO: NLM/TS/001/2026-27

FOR

WESSELBRON/MONYAKENG: CONSTRUCTION OF 1.6 KM PAVED ROADS AND STORMWATER IN EXT 12&13.

PART C5 APPENDICES

Appendix A : Pro forma contract of expanded public works programme Contract of employment

Appendix B : Occupational Health and Safety Specifications

Appendix C ; Socio Economic Requirements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX A

PRO FORMA CONTRACT

EXPANDED PUBLIC WORKS PROGRAMME (EPWP) CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Details:

ID:

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within the Expanded Public Works Programme (EPWP) project. Within this employment contract you will undertake numerous groups of tasks.
2. This employment contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herewith.
3. The project where you will be employed is located at.....
4. This employment contract will start on and on end on
5. You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:
 - a) The contractor does not get additional contracts through the EPWP.
 - b) Funding for the programme in your area comes to an end.
 - c) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - d) You have worked a maximum of 24 months within a 60-month cycle.
6. You will be employed as a within the team.
7. While you are working you will report to
8. Payment
 - a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
 - b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
 - c) You will only be paid for work completed.
9. In addition to the conditions above, all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.
10. Signatures:

Signed on this day of.....

Contractor: Date:

Worker: Date:

Witness: Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX B

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX C

SOCIO ECONOMIC REQUIREMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2