



MUNICIPAL NOTICE No.: 077 OF 2025

TENDER NO: 8/2/RNM 0592

THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14

CIDB CLASSIFICATION 6CE OR HIGHER

Name of Tenderer:

This tender closes at 12h00 on **Friday, 23 January 2026** at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R _____

Issued by:

RAY NKONYENI MUNICIPALITY

No.10 Conner Street
Marburg
Port Shepstone
4240

Tel: 039 688 2000
Fax: 039 682 0327

Prepared By:

Mzibani Consulting Engineers (Pty) Ltd

14 Lagoon Drive
Saltrock
Ballito
4420

Tel: 011 702 1039
Email: admin@mzibani.co.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0592	CLOSING DATE:	23 January 2026	CLOSING TIME:	12H00
DESCRIPTION	THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14				
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)					
10 Connor Street					
Port Shepstone					
4240					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	SUPPLYCHAIN MANAGEMENT		CONTACT PERSON	Amanda Goqo	
CONTACT PERSON	Bongani Mfenqa		TELEPHONE NUMBER	039 688 2155	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2156	
E-MAIL ADDRESS	Bongani.mfenqa@rnm.gov.za		E-MAIL ADDRESS	Amanda.Goqo@rnm.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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.....

RAY NKONYENI MUNICIPALITY

NOTICE NO: 077 OF 2025

TENDER NO: 8/2/RNM0592

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 14 November 2025
ESTIMATED CIDB CONTRACTOR GRADING	:	6CE or Higher
CLARIFICATION MEETING	:	Compulsory site briefing meeting Thursday, 15 January 2026 AT 10H00
VENUE FOR CLARIFICATION MEETING	:	No.1 Protea Road Marburg, and proceed to site in ward 14
CLOSING DATE	:	Friday, 23 January 2026
CLOSING TIME	:	12H00
CLOSING VENUE	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
INSTRUCTIONS	:	Fully completed Bid Documents, with one (1) copy of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

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RAY NKONYENI MUNICIPALITY

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NOTICE NO: 077 OF 2025
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for The Construction of Nkandla Bridge in Ward 14 **within** Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of **6CE OR HIGHER**, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/> , as from **Friday, 14 November 2025**.

A compulsory site clarification meeting will be held by the Department of Technical Services at No. 1 Protea Road Marburg, on Thursday, 15 January 2026 at 10h00.

Bidders to submit one (01) copy of the bid document together with the original bid document, bidders that fail to submit copy will be disqualified. Fully completed Bid documents, with one (01) copy of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO: 8/2/RNM0592 – THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14.**

The completed Bids (**Original and 1 copy**) must be deposited in the Bid Box, situated in the Bid Box of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Friday, 23 January 2026 at 12h00**. After closure, the tender will be opened to the public.

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

SPECIFIC GOALS	POINTS	Verification Documents
Local companies	10	Company proof of address
An EME or QSE which is at least 100% owned by black people	10	CIPC: Shareholders certificate and Sworn EME or QSE Affidavit
Total points	20	

Functionality

Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation based on criterion on the following table.

Criterion	Possible Full Points
Relevant Qualifications and experience of company director (s)	30
Relevant previous Experience of the bidder on Construction of Major Cast Insitu Culverts and/or Bridges and Roads construction	30
Experience of a Site Agent	10
Total Possible Points	70

Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Bidders must score a minimum of **70%** to pass functionality evaluation.

Technical enquiries may be addressed to Miss. Amanda Goqo of Ray Nkonyeni Municipality by no later than three (3) days before tender closure on 039 688 2155 and Email Address: amanda.goqo@rnm.gov.za
Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three(3) days before tender closure on Tel No.: 039 312 8304 or Email: bongani.mfenqa@rnm.gov.za

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid.
- Service providers are required to download bid documents before the clarification meeting and present them in meeting on a specified date.
- A compulsory site clarification meeting will be held as per details provided on tender notice.
- Bidder must attach their latest financial statements with the bid. Failure to furnish a set of the appropriate financial statements will result in the tender not being further evaluated.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Only service providers registered in the Central Supplier Database (CSD) will be considered and are required to attach proof of registration and failure to attach will result in their bid not being evaluated further.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- The original bid document plus one extra (01) copy must be submitted, failure to submit one copy will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU
MUNICIPAL MANAGER

Ray Nkonyeni Municipality
10 Connor Street
P O Box 5
PORT SHEPSTONE
4240

RAY NKONYENI MUNICIPALITY
NOTICE NO: 077 OF 2025
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T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

- Note:
- 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
 - 2 Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 GENERAL

F.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- e) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4. Communication and Employer's Agent

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

F.1.5. The Employer's Right to Accept or Reject Any Tender Offer

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

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

F.1.6. Procurement Procedures

F.1.6.1. General

Unless otherwise stated in the tender data, a contract will, subject to F.3.12, be concluded with the tenderer who in terms of F.3.10 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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

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

F.2.2. Cost of Tendering

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

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- F.2.3. Check Documents**
Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4. Confidentiality and Copyright of Documents**
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5. Reference Documents**
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6. Acknowledge Addenda**
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7. Clarification Meeting**
Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8. Seek Clarification**
Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9. Insurance**
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10. Pricing the Tender Offer**
- F.2.10.1.** *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*
- F.2.10.2.** *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*
- F.2.10.3.** *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*
- F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*
- F.2.11. Alterations to Documents**
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12. Alternative Tender Offers**
- F.2.12.1.** *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*
- F.2.12.2.** *Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.*
- F.2.13. Submitting a Tender Offer**
- F.2.13.1.** *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*

- F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
- F.2.13.3.** *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*
- F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.*
- F.2.13.5.** *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.6.** *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.7.** *Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.*
- F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*
- F.2.13.9.** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*
- F.2.14. **Information and Data to be Completed in all Respects****
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15. **Closing Time****
- F.2.15.1.** *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*
- F.2.15.2.** *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*
- F.2.16. **Tender Offer Validity****
- F.2.16.1.** *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*
- F.2.16.2.** *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*
- F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
- F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17. **Clarification of Tender Offer after Submission****
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18. Provide other Material

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

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

F.2.19. Inspections, Tests and Analysis

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

F.2.20. Submit Securities, Bonds, Policies, etc.

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

F.2.21. Check Final Draft

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

F.2.22. Return of Other Tender Documents

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

F.2.23. Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1. Respond to Requests from the Tenderer

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

F.3.1.2. *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or*
- c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*

F.3.2. Issue Addenda

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

F.3.3. Return Late Tender Offers

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

F.3.4. Opening of Tender Submissions

- F.3.4.1.** *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*
- F.3.4.2.** *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*
- F.3.4.3.** *Make available the record outlined in F.3.4.2 to all interested persons upon request.*
- F.3.5. **Non-Disclosure****
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.6. **Grounds for Rejection and Disqualification****
Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.7. **Test for Responsiveness****
- F.3.7.1.** *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.*
- F.3.7.2.** *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.*
- F.3.8. **Arithmetical Errors, Omissions and Discrepancies****
- F.3.8.1.** *Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.*
- F.3.8.2.** *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.10 for:*
- a) *the gross misplacement of the decimal point in any unit rate;*
 - b) *omissions made in completing the pricing schedule or bills of quantities; or*
 - c) *arithmetic errors in:*
 - i) *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 - ii) *the summation of the prices.*
- F.3.8.3.** *Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.*
- F.3.8.4.** *Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:*
- a) *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*

- b) *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

F.3.9. Clarification of a Tender Offer

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

F.3.10. Evaluation of Tender Offers

F.3.10.1. General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

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

- a) *Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.*
- b) *Score tender evaluation points for each financial offer.*
- c) *Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.*
- d) *Calculate total number of tender evaluation points (TEV) in accordance with the following formula:*

$$TEV = NFO + NP + NQ$$

where:

- *NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;*
 - *NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.*
 - *NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.*
- e) *Rank Tender Offers from the highest number of tender evaluation points to the lowest.*
 - f) *Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable*

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 1) (a)(i) *The following formula must be used to calculate the points for price in respect of tenders with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):*

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender or offer under consideration;

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer

- 2) *The following table must be used to calculate the score out of 20 for Specific Goals:*

SPECIFIC GOALS	POINTS	Verification Documents
Local companies	10	Company proof of address
An EME or QSE which is at least 100% owned by black people	10	CIPC: Shareholders certificate and EME or QSE Sworn Affidavit
Total points	20	

- 3) *The points scored by a tenderer of Specific Goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).*
- 4) *The points scored must be rounded off to the nearest two decimal places.*
- 5) *Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.*
- 6) (a) *If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.*
 (b) *The organ of state may –*
 - (i) *negotiate a market related price with the tender scoring the highest points or cancel the tender;*
 - (ii) *if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.*
 - (iii) *if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.*
- (c) *If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.*

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- 1) a)(i) *The following formula must be used to calculate the points for price in respect of tenders with a rand value above R 50 000 000 (all applicable taxes included):*

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

Where:

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

- 2) *The points for Specific Goals out of 10 shall be calculated as specified in the Tender Data.*
- 3) *The points scored by a tenderer of Specific Goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).*
- 4) *The points scored must be rounded off to the nearest two decimal places.*
- 5) *Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.*
- 6) (a) *If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.*
 (b) *The organ of state may –*
 - (i) *negotiate a market related price with the tender scoring the highest points or cancel the tender;*
 - (ii) *if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.*
 - (iii) *if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.*
- (c) *If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.*

F3.11.6 Decimal Places

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

F.3.11.7 Scoring Price

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

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

where:

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

- W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

F.11.8 Scoring Preferences
Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring Functionality
Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

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

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

where:

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

F.3.11. Insurance Provided by the Employer
If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.

F.3.12. Acceptance of Tender Offer
Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13. Prepare Contract Documents

F.3.13.1. 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:

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

F.3.13.2. Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.14. Complete Adjudicator's Contract

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

F.3.14.1. After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.15. Provide Copies of the Contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.16. 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.

Alpha-numerics associated with the Contractor Grading Designations

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

CIDB Class of Construction	
CE	Civil Engineering
EB	Electrical Engineering Work - Building
EP	Electrical Engineering Work - Infrastructure
ME	Mechanical Engineering
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No. Variation, Amendment or Addition

F.1 General

F.1.1 Actions

Add the following:

“The Employer is RAY NKONYENI MUNICIPALITY, represented by Ms Amanda Goqo (email: amanda.goqo@rnm.gov.za.”

F.1.2 Tender Documents

Add the following:

“The following documents form part of this tender and not issued to Tenderer’s, but available from the issuing bodies as applicable:

1. The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.
2. CIDB, “The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender”, Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
3. GCC 2015 “General Conditions of Contract for Construction Works”, Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement : Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022).

The tender documents issued by the Employer comprise of the following:

VOLUME 1: The Tender Document (this document), which must be returned to the Employer in terms of submitting a tender offer and in which the following is bound:

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

C1: Agreements And Contract Data

- C1.1 Form Of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Disclosure Statement
- C1.5 Adjudication Board Member Agreement
- C1.6 Agreement in Terms of Section 37(2) Of the Occupational Health and Safety Act No 85 Of 1993

C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

C3: Scope Of Work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Particular Specifications

C4: Site Information

- C4.1 Locality Plan

C5: Drawings

- VOLUME 2:** C5.1 Drawings (listed in C5 – Drawings)

F.1.4 Communication and Employer's Agent

Add the following:

"Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name	: Mzibani Consulting Engineers (Pty) Ltd
Address	: 14 Lagoon Drive, Saltrock
	: Ballito
	: 4420
Telephone no.	: 011 702 1039
Email	: admin@mzibani.co.za
Contact Person	: Mr Ngobende Tshabalala

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following after F.2.1.2:

"Only those tenderers who satisfy the following criteria are eligible to submit tenders:

A. Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, 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.

B. Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB.
2. The lead partner has a contractor grading designation in the CE class of construction work and will take full responsibility of the projects
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
5. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>."

F.2.7 Clarification Meeting

Add the following:

"The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender is as follows:

Date : Thursday, 15 January 2026
Time : 10h00

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F2.10.3 Pricing the Tender Offer

This tender is **NOT** subject to Rise and Fall on any construction items.

F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

Alternative tender offers do not apply.

F.2.13 Submitting a Tender Offer

A. *Add the following at the end of F.2.13.3:*

“Parts of each tender offer communicated on paper shall be submitted as an **original, plus one (1) copy.**”

B. *Add the following after the first sentence of F.2.13.4:*

“The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.”

C. *Add the following after the first sentence of F.2.13.5:*

“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	:	Foyer of Ray Nkonyeni Local Municipality Offices
Physical address	:	10 Connor Street, Port Shepstone
Identification details	:	Tender Number - 8/2/RNM0592

Sealed tenders with the Tenderer’s name and address and the **endorsement “TENDER NO. 8/2/RNM0592 – THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14”** on the envelope, must be placed in the appropriate official tender box at the abovementioned address.”

F.2.15 Closing Time

F.2.15.1 *Add the following:*

“The closing time for submission of tender offers is **Friday, 23 January 2026 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.”

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following:*

“The tender offer validity period is **120 days.**”

F.2.17 Clarification of Tender Offer after Submission

Add the following:

“A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer’s written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.”

F.2.23 Certificates

Add the following:

“The tenderer is required to submit the following certificates with the tender:

A. Certificate of Contractor Registration (CIDB)

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

B. Tax compliance pin

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax compliance pin issued by SARS. Failure to provide a valid Tax compliance pin will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

C. Company Registration

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

D. Ownership

Proof of Preference Points Claimed

Each party to a Consortium/Joint Venture shall submit separate certified copies in the above regard.

F.3 *The Employer’s Undertakings*

F.3.1 *Respond to Requests from the Tenderer*

F.3.1.1 Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.4 *Opening of Tender Submissions*

F.3.4.1 *Add the following:*

“The time and location for opening of the tender offers is:

Time : **12h00, Friday, 23 January 2026**

Location : **Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at **12H00.**”

F.3.7 *Test for Responsiveness*

Add the following after F.3.7.2:

“Tenders will be considered non-responsive if:

- The tenderer has not completed and/or signed the Offer
- The tenderer does not comply with the Contractor’s CIDB grading designation specified in F.2.1 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer’s written request for the supporting documentation.”

F.3.10 Evaluation of Tender Offers

F.3.10.1 General

Add the following:

*“The Procedure for the evaluation of responsive tenders is **Method 4: Financial Offer, Quality and Preferences**. Quality (functionality) will also be used as a pre-qualifying criterion, with tenderers required to meet a minimum quality score of 70 points in order to qualify for further evaluation.”*

F.3.11.7 Scoring Price

Add the following:

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

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

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer.*
- *W₁ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data = 40.*
- *A is a number calculated using the formula and option described in Table F.1 (Formula 2 & Option 1^a).*”

F.3.11.8. Scoring Preferences: Specific Goals

Up to **20 points** (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to qualifying Tenderers for meeting the Specific Goals criteria as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 as detailed be

SPECIFIC GOALS	POINTS		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1 Enterprise Located outside of KZN Province = 0	Company proof of address
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10 an EME or QSE which is at least 51% owned by black people = 6 an EME or QSE which is at 25% - 50% owned by black people = 2 an EME or QSE with less than 25% ownership by black people = 0	CIPC: Shareholders certificate and EME or QSE Sworn Affidavit
Total points	20		

F.3.11.9 Scoring Functionality

Add the following:

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

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

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

where:

- S_o is the score for quality allocated to the submission under consideration.
- AM_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data = 100

Functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. Functionality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.”

FUNCTIONALITY SCORING CRITERIA

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Functionality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

Criterion	Possible Full Points
1. Relevant Qualifications and experience of company director (s)	30
2. Relevant previous experience of the bidder on Construction of Major Cast Insitu Culverts and/or Bridges construction	30
3. Experience of a Site Agent	10
Total Possible Points	70

Score quality, rejecting all tender offers that fail to score the minimum number of **70% (49 out of 70)** of the points for quality stated in the tender data. Point system for functionality will be as per the table

DETAILED BREAKDOWN OF FUNCTIONALITY POINT

Criteria 1: Qualifications and demonstrated Experience of the company director(s): company director (CD) with at least a minimum qualification NQF Level 6 (National Diploma) or higher in Civil Engineering or Built Environment.		
If CD has NQF level 6 (National Diploma) or Higher with 10 years or more experience in previously completed civil engineering projects	30	30
If CD has NQF level 6 (National Diploma) or Higher with 7 - 9 years' experience in previously completed civil engineering projects	20	
If CD has NQF level 6 (National Diploma) or Higher with 4-6 years' experience in previously completed civil engineering projects.	10	
If CD has NQF level 6 (National Diploma) or Higher with 1-3 years' experience in previously completed civil engineering projects	5	
If CD does NOT have NQF level 6 (National Diploma) or Higher or does NOT have experience in previously completed civil engineering projects regardless of their other experience or No response	0	
Note: Verification method will be based on attached CV with traceable references and Qualifications, (certified within 6 months from the tender closing date). Qualifications obtained from outside South Africa to be accompanied by SAQA certification.		
Criteria 2: Relevant Experience -The company has successfully completed other		

projects of similar nature within the past 8 years		
Five (5) or more completed projects on Construction of Major Cast Insitu Culverts and/or Bridges. Only projects of minimum construction value of R5 million will be accepted.	30	30
Four (4) completed projects on Construction of Major Cast Insitu Culverts and/or Bridges. Only projects of minimum construction value of R5 million will be accepted.	20	
Three (3) completed projects on Construction of Major Cast Insitu Culverts and/or Bridge. Only projects of minimum construction value of R5 million will be accepted.	15	
Two (2) completed projects on Construction of Major Cast Insitu Culverts and/or Bridges. Only projects of minimum construction value of R5 million will be accepted.	10	
One (1) completed projects on Construction of Major Cast Insitu Culverts and/or Bridges. Only projects of minimum construction value of R5 million will be accepted.	5	
Non-Submission of completed projects on Construction of Major Cast Insitu Culverts and/or Bridges	0	
Note: Verification method will be based on attached Appointment letters and Completion Certificates for the same projects		
Criteria 3: Qualification and Experience of the Site Agent: Site Agent must have a minimum qualification of NQF level 6 (National Diploma) in Civil Engineering and years of relevant experience in Construction of Major Cast Insitu Culverts and/or Bridges and roads as a Site Agent.		10
Qualification with more than 10 years of experience and has completed similar projects	10	
Qualification with more than 5 years but less than 10 years of experience and has completed similar projects	7	
Qualification with more than 2 years but less than 5 years of experience and has completed similar projects	4	
Qualification with less than 2 years of experience and has completed similar projects	0	
Note: Certified copies of required qualification certificates (certified within 6 months from the tender closing date) and CVs detailing the nature and years of experience for each personnel. No points will be allocated if the minimum qualifications are not attached		
TOTAL EVALUATION POINTS SCORE FOR QUALITY		70

F.3.12 Acceptance of Tender Offer

Add the following:

“Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer’s Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges.”

F.3.15 Provide Copies of the Contracts

Add the following:

“The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate.”

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.6 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

T.1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.5 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R318,18 per day**

T.1.2.3.6 Labour Intensive Construction/Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Clearing and Grubbing of the site;
- The supply of plant, labour, tools, equipment and material necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Construction of drainage facilities;
- Sourcing of borrow material including haulage;
- Mass earthworks;
- Construction of pavement layers as specified;
- Laying of prefabricated culvert and storm-water pipes;
- Construction of gabion protection works and guardrails;
- Concrete pavement slab surfacing;
- Installation of kerbs and channel and walk ways;
- Erection of road signs and road marking;
- Finishing of road signs and road marking;
- General cleaning;

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will need to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- **Unskilled Labour** : R 230,23 per day or R28.79 per hour
- **Skilled Labour** : R 262.48 per day or R32.81 per hour

The Prospective Contractor is ultimately required to use the applicable gazetted rates as would be published from time to time before and during the Construction stage.

The Prospective Contractor shall be required to fill in all posts for unskilled labourers, from within residents of the Ray Nkonyeni Municipality.

T.1.2.3.7 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable;

T.1.2.3.8 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;

- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.
- d) Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.3 Subcontracting

The successful bidder may be expected to subcontract a portion of the works to local sub-contractors

Part T2: Returnable Documents

T2.1	List Of Returnable Documents	RD 2
T2.2	Returnable Schedules	RD 4

RAY NKONYENI MUNICIPALITY
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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A23; B1 to B2; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
SCHEDULE A	DOCUMENTS INCORPORATED IN THIS TENDER DOCUMENT THAT MUST BE COMPLETED AND SIGNED BY ALL TENDERERS	
A1	AUTHORITY TO SIGN DOCUMENTS	RD 5
A2	LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION COMMISSIONER	RD 6
A3	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	RD 7
A4	SCHEDULE OF WORK CARRIED OUT BY THE TENDERER	RD 8
A5	CURRENT AND RECENT PROJECTS RNM/MBD 5.2	RD 10
A6	PROJECT APPROACH METHOD STATEMENT	RD 11
A7	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	RD 12
A8	SCHEDULE CONTRACT FORM -PAST EXPERIENCE (RNM/MBD5.1)	RD 13
A9	DETAILS OF KEY PERSONNEL	RD 14
A10	PROOF OF COMPANY ADDRESS	RD 16
A11	PRICING SCHEDULE-FIRM PRICES (PURCHASES) RNM/MBD 3.1	RD 17
A12	SCHEDULE OF DAYWORK RATES	RD 18
A13	RECORD OF ADDENDA TO TENDER DOCUMENTS	RD 20
A14	COMPANY REGISTRATION DOCUMENTS &SWORN AFFIDAVIT	RD 21
A15	IDENTITY DOCUMENT OF SHAREHOLDER/DIRECTOR/MEMBERS	RD 22
A16	JOINT VENTURE DISCLOSURE FORM	RD 23
A17	DECLARATION OF INTEREST RNM/MBD 4	RD 31
A18	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	RD 34

SCHEDULE	DESCRIPTION	PAGE
	RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
A19	DECLARATION OF BIDDER'S PAST SUPPLY MANAGEMENT RNM/MBD 8	RD 36
A20	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION RNM/MBD 9	RD 38
A21	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS	RD 41
A22	CENTRAL SUPPLIER DATABASE REGISTRATION	RD 43
A23	PREFERENCE POINTS CLAIM FORM RNM /MBD6.1	RD 45
SCHEDULE B	ADDITIONAL DOCUMENTS TO BE PROVIDED BY THE TENDERER AND ATTACHED TO TENDER DOCUMENT	
B1	CIDB CONTRACTOR REGISTRATION CERTIFICATE	RD 49
B2	TAX PIN REQUIREMENTS (RNM/MBD2)	RD 50

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

RAY NKONYENI MUNICIPALITY
NOTICE NO: 077 OF 2025
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A1. AUTHORITY TO SIGN DOCUMENTS

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾ Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾ Board of Directors / Partners / Members passed at a meeting held on..... (Date),
at (Place)

..... (Name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

TENDER NO: 8/2/RNM0592 and any contract which may arise therefrom on behalf of :-

.....
(Name of Tenderer in Block Capitals)

SIGNED ON BEHALF OF THE FIRM (Director/Partner/Member):-

1.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

2.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

3.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

SIGNATURE OF AUTHORISED SIGNATORY:

<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
NAME	SIGNATURE	DATE

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

RAY NKONYENI MUNICIPALITY
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A2. LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION COMMISSIONER

Tenderers shall attach hereto a copy of the Letter of Good Standing issued by the Workmen's Compensation Commissioner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if the Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be attached to this Schedule. The agreement should reflect the following information;

- i) Company registration number for each partner.
- ii) Authorised signature for each partner.
- iii) % share for each partner.
- iv) Address for each partner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A4. SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

Tenderers shall insert in the schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. The tenderer's relevant experience must be supported by attaching to this schedule the appointment letters and completion certificates for previous projects.

Failure to complete this schedule and submit both appointment letters and completion certificates, will result in the tenderer scoring zero (0) points for previous experience. Non submission of appointment letters and completion certificates will be taken to indicate that the tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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**A5. CURRENT AND RECENT PROJECTS FOR RAY NKONYENI MUNICIPALITY
(RNM/MBD5.2)**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past for Ray Nkonyeni Municipality. The information shall include a description of the Works, Contract Value and Completion Date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENT & RECENT FOR RAY NKONYENI MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A6. PROJECT APPROACH METHOD STATEMENT

Tenderers shall attach to this schedule the project approach method statement documentation. The following documentation is required in this respect:

- Construction Methodology (*maximum of 2 pages*)
- Quality Plan (*maximum of 2 pages*)
- Site management Plan (*maximum of 2 pages*)
- Health & Safety Plan (*maximum of 2 pages*)
- Programme of Work - the programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The tenderer shall also take into account the additional requirements stated in C3.5.1.3 Planning and Programming when drawing up the programme.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A7. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
SUB-TOTAL 1	R
CONTINGENCIES (10%) [10% x SUB-TOTAL 1]	R
SUB-TOTAL 2	R
VAT (15%) [15% x SUBTOTAL 2]	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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**A8. SCHEDULE CONTRACT FORM – PAST EXPERIENCE
(RNM/MBD5.1)**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the Employer.

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A9. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman for work of a similar nature to that for which this tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

SITE FOREMAN				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE AGENT				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets of Form A9.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

Tenderers are to attach (to this page) the CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:

- *Site Foreman*
- *Site Agent*

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A10. PROOF OF COMPANY ADDRESS

Tenderers are to attach proof of company address to this page. The proof of company address should be in the company's name or the director's name for cases where the company uses premises owned or leased by the director.

SIGNED/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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**A11. PRICING SCHEDULE – FIRM PRICES (PURCHASES)
(RNM/MBD3.1)**

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

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

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

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis (all delivery costs must be included in the bid price)

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

*** "all applicable taxes "includes value added tax, pay as you earn (PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.

***Delete if not applicable**

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A12. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the tender not being considered. (To be aligned with DOL Determination for construction works)

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

C. MATERIAL

The tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

.....%

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A13. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A14. COMPANY REGISTRATION DOCUMENTS & SWORN AFFIDAVIT

Tenderers are to attach certified copies of company registration documents (e.g., CK Documents) to this page. Additionally, each director / principal reflected in the company registration documents must submit an affidavit declaring their % ownership of the entity. The affidavit must be attached hereto.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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**A15. IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/
MEMBERS**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A16. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone.....
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address.....
- Physical Address
- Telephone.....
- Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
2.2(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.2(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.3(a) Name of Firm.....
Postal Address.....
Physical Address.....
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....
The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

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A17. DECLARATION OF INTEREST

(RNM/MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE INFORMATION
FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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MBD 5

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

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

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

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

.....
.....

YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

***YES / NO**

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

of such contract?

3.1 If yes, furnish particulars

***YES / NO**

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

4.1 If yes, furnish particulars

.....
.....

B1. CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

Signature

Date

Position

Name of Bidder

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A18. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (RNM/MBD 8)

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

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

Item	Question	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?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY

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A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)

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

¹Includes 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.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Bid Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality/ Municipality Entity)

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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.

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A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 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.

- 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	

- 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:	

- 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):

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

- 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	

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A21. CENTRAL SUPPLIER DATABASE REGISTRATION

Tenderers are to attach proof of registration with the Central Supplier Database (CSD) to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RD 43

A22.CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

(Tenderer) of (address)

..... was represented by the person(s) named below at the compulsory clarification meeting held for the tenderer at **10h00 on Thursday, 15 January 2026 at No. 1 Protea Road, Marburg and he/she proceeded to the site for the proposed construction of Nkandla Bridge in Ward 14 of Ray Nkonyeni Municipality.**

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

Particulars of person attending the meeting:

Name: Signature:

Capacity:

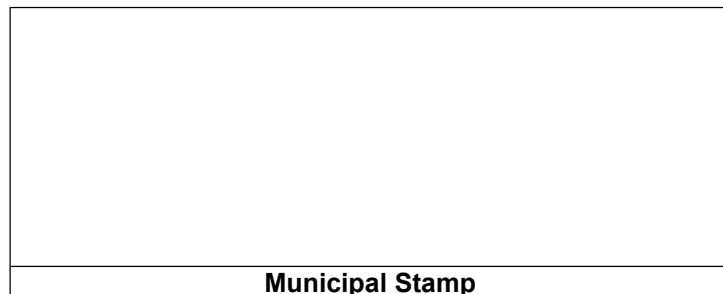
Attendance of the above person at the meeting is confirmed by Ray Nkonyeni Municipality official,

namely: Name: Signature:

.....

Capacity: Date and Time:

Municipal



A23 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (RNM/MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

1.4 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.

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

2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an

invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local companies:			
	a) Enterprise Located within the Ray Nkonyeni Local Municipality	10	
	b) Enterprise Located within the Ugu District Municipality	5	
	c) Enterprise Located within the KZN Province	1	
	d) Enterprise Located outside of KZN Province	0	
EME or QSE which is at least 100% owned by black people: -			
	a) an EME or QSE which is at least 100% owned by black people	10	
	b) an EME or QSE which is at least 51% owned by black people	6	
	c) an EME or QSE which is at 25% - 50% owned by black people	2	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 Company registration number:.....

5.3 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]

5.4 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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, e.g., 6CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 077 OF 2025

TENDER NO: 8/2/RNM0592

B2. TAX PIN REQUIREMENTS

(RNM/MBD2)

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 Africa Revenue Services (SARS) to meet the bidder's tax obligation.

In order to meet the requirements bidders are required to complete in full the attached TCP1 "Application for a Tax compliance pin" and submit it to any SARS branch office nationally. The Tax compliance pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax compliance pin that will be valid for a period of 1 (one) year from date of approval / issue.

The copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax compliance pin.

Copies of the TCP "Application for a "Tax compliance pin" forms are available from any SARS branch office nationally or on the website www.sars.gov/za

Applications for the Tax compliance pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Bid No.: 8/2/RNM0592

THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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:

R (*In words*),

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (*of person authorized to sign the Bid*):

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Bidder: (*organisation*):

Address:

Telephone number: **Email Address:**

Witness:

Signature:

Name: (*in capitals*):.....

Date:

[Failure of a Bidder to sign this form will invalidate the BID]

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement

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

Signature:

Name: (*in capitals*).....

Capacity:.....

Name of Employer (*organisation*)

Address:

.....

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. **Subject:**

Details:

2. **Subject:**

Details:

3. **Subject:**

Details:

4. **Subject:**

Details:

5. **Subject:**

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid 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 Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature:

.....

Name:

Capacity:

.....

Bidder: *(Name and address of organisation)*

.....

Witness:

Signature:

.....

Name:

.....

Date:

FOR THE EMPLOYER

Signature:

.....

Name:

Capacity:

.....

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

.....

Name:

.....

Date:

D: CONFIRMATION OF RECEIPT

The Bidder, (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

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Bidder is to provide his details in the spaces provided.

C1.2.1.2 PAYMENT OF LABOUR AND CLO

The ward councillor in whose wards work is to be done will, collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter into a written contract with the CLO that specifies:

- i) The hours of work and the wage rate of the CLO (**Current minimum wage prescribed is R39.77 per hour (R318,18/day) or as advised by the municipality from time to time**).
- ii) The duration of the appointment.
- iii) The duties to be undertaken by the CLO which could include:
 - i. Assisting in all respects relating to the recruitment of local labour.
 - ii. Acting as a source of information for the community and councillors on issues related to the contract.
 - iii. Keeping the Contractor advised on community issues and issues pertaining to local security.
 - iv. Assisting in setting up any meetings or negotiations with affected parties.
 - v. Keeping a written record of any labour or community issues that may arise.
 - vi. Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in consultation with the CLO.

The Contractor shall have the right to determine the total number of labourers required at any time, and this will vary through the duration of the contract

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate (Current minimum rate prescribed by the Local Municipality is **R28,79 per hour (R230,23/day) for unskilled workers and R32.81 per hour (R262.48/day) for skilled labour**. The rates may change as per employer's instruction), and all statutory conditions of employment shall be met.

It is the contractor's responsibility to pay the Community Liaison Officer for the entire duration of the contract. If the contractor's work is not complete within the allowed duration, the community Liaison Officer shall still be paid for by the contractor until labour force is no longer required. This includes the penalty stage. The item has not been allowed for in the bill of quantities therefore the contractor must allow in his rates for the Community Liaison Officer.

C1.2.2 CONTRACT DATA PROVIDED BY EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition 2015, are applicable to this contract:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER								
Clause 1.1.1.13:	The Defects Liability Period is 12 months.								
Clause 1.1.1.14	Time for achieving Practical Completion is 08 months								
Clause 1.1.1.15:	Name of Employer: Ray Nkonyeni Municipality								
Clause 1.2.1.2:	Address of Employer: No.10 Conner Street Marburg Port Shepstone, 4240								
Clause 1.1.1.26:	Re-measurement Contract								
Clause 1.1.1.16:	Name of Engineer: Mzibani Consulting Engineers (Pty) Ltd								
Clause 1.2.1.2:	Address of Engineer: <u>Physical:</u> <u>Postal:</u>								
	<table border="1"> <tbody> <tr> <td>14 Lagoon Drive</td> <td>14 Lagoon Drive</td> </tr> <tr> <td>Saltrock</td> <td>Saltrock</td> </tr> <tr> <td>Dolphin Coast</td> <td>Dolphin Coast</td> </tr> <tr> <td>4420</td> <td>4420</td> </tr> </tbody> </table>	14 Lagoon Drive	14 Lagoon Drive	Saltrock	Saltrock	Dolphin Coast	Dolphin Coast	4420	4420
14 Lagoon Drive	14 Lagoon Drive								
Saltrock	Saltrock								
Dolphin Coast	Dolphin Coast								
4420	4420								
	E-Mail: admin@mzibani.co.za								
	Telephone No: (011) 702 1039								
Clause 3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure more than the Contract Price.								
Clause 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)								
Clause 5.3.2:	The time to submit the documentation required before commencement with work execution is 14 days.								
Clause 5.6.1:	The Contractor shall deliver his programme of work within 14 days of the Commencement Date								
Clause 5.8.1	The non-working days are Sundays								

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.8.1:	<p>Special non-working days are the construction industry year end break commencing on 13 December 2025 and ending on 06 January 2026 or as may be advised at the time and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p>
Clause 5.13.1:	The penalty for failing to complete the Works by the due Completion date is 0.03% of the Accepted Financial Offer per calendar day
Clause 5.16.3:	The latent defects period is 3 years.
Clause 6.2.2:	The time to deliver the Guarantee is within 14 days of the Commencement Date.
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>x = 0,15 a = 0,20 b = 0,20 c = 0,50 d = 0,10</p> <p>'L' shall be the "Weighted Average" index, P0141, Table A 'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal</p>
Clause 6.8.2:	<p>Price adjustments for variation in the costs of special materials are allowed</p> <p>The urban area nearest the site is PORT SHEPSTONE.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The limit of retention money is 10% of Contract Sum
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 14% of required
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R2 500 000,00 (two million, five hundred thousand rand only)</u>
Clause 8.6.1.2	Special Risks Insurance issued by SASRIA is required
Clause 10.5.1	Dispute Resolution shall be by Standing Adjudication
Clause 10.5.3	Number of Adjudication Board Members to be Appointed is One

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF BIDDER:

DATE:

C1.2.3 DATA PROVIDED BY THE CONTRACTOR

	Clause	
Name of Contractor	1.1.1.9	.....
Address of Contractor (Physical and Postal)	1.2.1.2	....................
Tel:		.....
Fax:		.....
Email:		.....
Security to be Provided by Contractor	6.2.1	Refer to Table Below

Type of Security	Contractor's Choice (Indicate "YES" or "NO")
<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>	
Cash deposit of% of the Contract Sum	
Performance Guarantee of% of the Contract Sum	
Retention of% of the value of Works	
Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works	
Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works	

Price variation of special materials*	6.8.3
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Type of Special Material	Unit	Rate or Price*

Rate or price for base month of*	6.8.2
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Signature:

Name of Signatory:

Date:

Name of Bidder

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

1. GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer's Agent” means:
.....

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

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

2. CONTRACT DETAILS

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

3. GUARANTOR'S LIABILITY

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

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

- 4.1 The Guarantor hereby acknowledges that:
 - 4.1.1 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.
 - 4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:
 - 4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;
 - 4.2.2 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 4.2.1 and the sum certified has still not been paid;
 - 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.
- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, 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:
 - 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
 - 4.3.2 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 4.3; and

- 4.3.3 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.
- 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
- 4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, 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.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: DISCLOSURE STATEMENT

(Date).....

Contract:
(Name).....

Contractor:
(Name).....

Employer:
(Name).....

Engineer:
(Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Engineer.
- I do not have any financial connections with the Contractor, Employer or Engineer.
- I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

C1.5: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....
.....
.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*
.....
.....
.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*
.....
.....
.....

The contractor and the Employer will hereinafter be collectively referred to as “the Parties”.

The Parties entered into a Contract for
(name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/ standing adjudication**)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of R.....(*amount*) for(*number*) of months, and /or
 - b. A daily fee of R.....(*amount*) based on a(*number*) hour day, and /or
 - c. A hourly fee of R.....(*amount*), and /or
 - d. A non- recurrent appointment fee of R.....(*amount*) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer***) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature :

Contractor's name :

Place :

Date :

Employer's signature :

Employer's name :

Place :

Date

Adjudication Board Member's signature :

Adjudication Board Member's name :

Place :

Date :

***Delete the inapplicable party*

C1.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **Ray Nkonyeni Municipality** (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

CONTRACT No: (CONTRACT TITLE)

.....
for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in

paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed atand on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed atfor and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

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

For the purposes of this Schedule 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 specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the COLTO

Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), the Project Specifications and the Drawings. Unless otherwise stated, items are measured neat in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

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

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

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

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

8. UNITS OF MEASUREMENT

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

mm	= millimetre	m ³ -km	= cubic	Prov sum	= provisional sum
m	= metre	metre-kilometre		kPa	= kilopascal
km	= kilometre	l	= litre	MPa	= megapascal
km-pass	= kilometre-pass	kl	= kilolitre	MN	= meganewton
m ²	= square metre	kg	= kilogram	t-km	= ton-kilometre
m ² -pass	= square metre-pass	t	= ton (1 000 kg)	h	= hour
ha	= hectare	No.	= number	dia	= diameter
m ³	= cubic metre	%	= percent	Sum	= lump sum
kW	= kilowatt	PC sum	= prime cost sum		
		MN-m	= meganewton- metre		

9. CONSISTENCY OF RATES

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

A tender will be considered out of balance if:

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

13.01 The Contractor's general obligations

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

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

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

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

C2.2 BILL OF QUANTITIES

CONTENT

C2.2: BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES

PROFESSIONAL SERVICES: PLANNING & DESIGN STAGE	AMOUNT
Schedule A - General	
Schedule B - Roadworks and Stormwater	
Schedule C - Bridge Works & Drainage Structures	
SUB-TOTAL 1	
CONTIGENCIES (10%)- 10% x SUB-TOTAL 1	
SUB-TOTAL 2 (SUB-TOTAL 1 + CONTIGENCIES)	
SUB-TOTAL 3 ; COST OF THE WORKS - SUB-TOTAL 2	
VAT @ 15%	
TOTAL ESTIMATED CONSTRUCTION COSTS CARRIED TO FORM OF OFFER C.1- SUB-TOTAL 3 + 15% VAT	

SCHEDULE A-PRELIMINARIES AND GENERAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12.00	1200: GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Provision for a Community Liaison Officer				
	(a) Provisional Sum for the payment of the Community Liaison Officer	Prov Sum	1		R 33 660,00
	(b) Handling costs and profit in respect of subitem B12.01(a)	%	R 33 660,00		
B12.02	Provision for cost of attending Steering Committee meetings				
	(a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Prov Sum	1		R 50 000,00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	R 50 000,00		
B12.03	Relocation and/or protection of services				
	(a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	1		R 30 000,00
	(d) Handling cost and profit in respect of sub-item B12.04(a)	%	R 30 000,00		
B12.04	Provision for Specialist Consultant for Environmental Services				
	a) Allow a Provisional sum for Environmental Consultant Audits	Prov. Sum	1		R 225 000,00
	b) Allow a Provisional sum for OHS Consultant Audits	Prov. Sum	1		R 225 000,00
	c) Allow a Provisional sum for Social facilitation Services	Prov. Sum	1		R 225 000,00
	d) Handling costs and profit in respect of sub-items B12.04(a) to (c)	%	R 675 000,00		
TOTAL SECTION 1200 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.00	<u>1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	8		
	<p>The combined total tendered for sub-items B13.01 (a),(b) and (c) shall not exceed 15% of the tender sum</p>				
TOTAL SECTION 1300 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.00	1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (Fully furnished)	m ²	42		
	(e) Ablution units	no	2		
14.02	Office furniture:				
	(a) Chairs	No	14		
	(d) Desks, complete with drawers and locks	No	1		
	(f) Conference table	No	1		
14.04	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	2		
B14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause 14.03 (c)(ii)	Prov.Sum			R 81 000,00
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%	R 81 000,00		
14.08	Services:				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum	1		
	(ii) Running costs	month	8		
B14.09	Construction Nameboard				
	Supply and Install Construction nameboard	Lump Sum	1		
TOTAL SECTION 1400 CARRIED TO SUMMARY					

RAY NKONYENI MUNICIPALITY

CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14

SECTION A (PRELIMINARIES AND GENERAL): SUMMARY OF BILL OF QUANTITIES

SCHEDULE A : ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	General requirements and provisions	R
1300	Contractor's establishment on site and general obligations	R
1400	Houses, offices and laboratories for the Engineer's personnel	R
TOTAL (EXCL VAT) SECTION A (PRELIMINARY AND GENERALS) CARRIED TO BOQ SUMMARY		R

SCHEDULE B-ROADWORKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15.00	1500: ACCOMMODATION OF TRAFFIC				
15.01	Accommodation of traffic and maintaining temporary deviations	km	1,2		
15.02	Earthworks for temporary deviation				
	(a) Shaping of temporary deviations	km	0,4		
B15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	352		
	(b) Portable STOP and GO-RY sign	No.	4		
	(e) Road signs, R - and TR-serie, up to 900mm in dia	No.	10		
	(f) Road signs, TW-series, to 2700mm x 450mm size	No.	8		
	(h) Delineators (800mm x 200mm)				
	(i) Single	No.	20		
	(ii) Mounted back to back	No.	15		
	(m) Two way communication devices	No.	2		
15.04	Relocation of traffic control facilities	L/Sum			
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	300		
15.06	Watering of temporary deviations	kl	500		
15.07	Blading by road grader of :				
	(a) Temporary deviations	km-pass	0,4		
	(b) Existing roads used as temporary deviations	km-pass	1		
15,12	Temporary Culverts:				
	(a) Provision and laying of temporary prefabricated culverts complete (600 dia, Class 75 D interlocking, Class B bedding)	m	15		
	(b) Re-use of prefabricated culverts complete (600 dia, Class 100 D Interlocking, Class B bedding)	m	15		
TOTAL SECTION 1500 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B 16.02	<p><u>OVERHAUL</u></p> <p>Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)</p>	m ³ -km	2 991		
1600	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.00	1700: CLEARING AND GRUBBING				
17.01	(a) Clearing and grubbing				
	(i) Within the road reserve	ha	1,8		
	(ii) In borrow pits	ha	1		
B17.09	Demolition and Disposal of Existing Stormwater Structures				
	Pipes with an internal diameter up to and including 750mm	Lump sum	1		
TOTAL SECTION 1700 CARRIED TO SUMMARY					

SCHEDULE B: ROADWORKS

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18.00	1800: DAYWORKS				
B18.01	Labourers:				
	(i) Unskilled	hr	80		
	(ii) Semi-skilled	hr	40		
	(iii) Skilled	hr	40		
B18.02	Foreman	hr	80		
B18.03	Tipper trucks:				
	(ii) 5,1 - 10 ton	hr	40		
B18.05	Grader (CAT 140G or similar)	hr	60		
B18.06	LDV	hr	24		
B18.07	Compaction Rollers:				
	(i) Vibrator roller	hr	120		
	(ii) Tamping roller	hr	84		
	(iii) Grid roller	hr	84		
B18.08	Hand Controlled Compactors				
	(i) Pedestrian roller (Bomag BW90 or similar)	hr	40		
	(ii) Vibratory plate	hr	40		
	(iii) Rammers	hr	40		
B18.09	Water truck (min 10 000 ℓ)	hr	40		
B18.10	Dozer (D7 or similar)	hr	40		
B18.11	(a) Provisional Sum for Dayworks Materials	1	Prov Sum	R 50 000,00	R 50 000,00
	(b) Handling costs and profit in respect of subitem B18,10	%	R 50 000,00		
TOTAL SECTION 1800 CARRIED TO SUMMARY					

ITEM NO	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
21.00		2100: DRAINS				
21,01		Excavation for open drains				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0 m up to 1,5 m	m ³	540		
		(b) Extra over sub item 21.01 (a) for excavation in hard material, irrespective of depth	m ³	16		
21,02	LIC	Clearing and shaping existing open drains	m ³	49		
21,03	LIC	Excavation for subsoil drainage systems				
		(a) Excavating soft material situated within the following depth ranges below surface level:				
	LIC	(i) 0 m up to 1,5m	m ³	16		
		(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³	3		
21,04	LIC	Impermeable backfilling to subsoil drainage systems	m ³	30		
21,06		Natural permeable material in subsoil drainage systems (crushed stone)				
		(b) Crushed stone obtained from commercial sources				
		(ii) Coarse grade stone	m ³	16		
21,07		Natural permeable material in subsoil drainage systems (Sand)				
		(b) Sand from commercial sources	m ³	11		
21,08		(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings				
		(1) Perforated				
		(i) 160mm dia.	m	100		
21,10		Synthetic fibre filter fabric				
		(i) "Kaymat U24 or approved equivalent	m ²	63		
21,12		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
		(a) Outlet structures	No	2		
TOTAL SECTION 2100 CARRIED TO SUMMARY						

ITEM	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
22,00		2200: PREFABRICATED CULVERTS				
B22.01		Excavation:				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0m up to 1,5m	m³	221		
		(ii) Exceeding 1,5m up to 3,0m	m³	55		
		(iii) Exceeding 3,0m up to 4.5m	m³	20		
		(b) Extra over subitem 22.01(a) for excavation in hard material irrespective of depth	m³	14		
22,02	LIC	Backfilling:				
		(a) Using the excavated material	m³	95		
		(b) Using imported selected material	m³	19		
		(c) Extra over subitems 22.02(a) and 22.02(b) for soil cement backfilling (3% cement)	m³	4		
22,03		Concrete pipe culverts:				
		(b) On Class B bedding:				
		(iii) 600mm dia. (Class 100D)	m	160		
		(iv) 900mm dia . (Class 100D)	m	20		
22,07	LIC	Cast in situ concrete and formwork:				
		(b) In floor slabs for portal or rectangular culverts including formwork, joints and Class U2 finish for:				
		(i) Class 25/19 concrete	m³	10		
		(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surface finish:				
		(i) Class 25/19 concrete	m³	36		
2200		TOTAL CARRIED FORWARD				

ITEM	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		AMOUNT BROUGHT FORWARD				
		(d) Formwork of concrete under subitem 22.07(c)				
		(i) Vertical formwork for F1 surface finish	m ²	20		
		(ii) Vertical formwork for F2 surface finish	m ²	20		
22,10		Steel reinforcement:				
		(b) Y 12:	t	0,8		
		(c) High tensile steel mesh:				
		(i) Ref. 245	kg	30		
		(iii) Ref. 395	kg	40		
		(iii) Ref. 617	kg	205		
22,18		Brickwork				
		(b) 230mm thick	m ²	220		
22,12	LIC	Removing existing concrete:				
		(a) Plain concrete	m ³	10		
		(b) Reinforced concrete	m ³	10		
B22.14						
2200		TOTAL CARRIED FORWARD TO SUMMARY				

ITEM	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23,00		<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
B23.01	LIC	Concrete kerbing:				
		b) Prefabricated mountable kerb, SABS 927 Fig 8c	m	50		
23,06	LIC	Inlet, outlet, transition and similar structures: (including in-situ concrete chutes				
		(a) Cast in situ concrete lining for Chute inlets Type "E": (Class 20/19 concrete):	m ³	20		
		(b) Formwork (Class F1 surface finish) for Type "E" chutes & inlets :				
		(i) To side with formwork on both internal and external faces (each face measured	m ²	15		
		(c) Class U2 surface finish to cast in situ concrete: cast in situ concrete:	m ²	30		
B23.07	LIC	Trimming of excavation for all open drains open drains:				
		(a) In soft material	m ²	1682		
		(b) In hard material	m ²	34		
B23.08		Stone Pitched Concrete Lining for open drains				
		(a) Cast in situ concrete lining (25/19)				
		(i) Side drains	m ³	104		
		(b) Class U2 surface finish to cast in situ concrete	m ²	693		
B23.09		Lining for grass drains				
		(a) Supply and install approved grass on open drains				
		(i) Side drains	m ²	566		
		(b) Watering and maintaining the grass until established	m ²	566		
23,1		Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
		(c) To ends of slabs	m ²	25		
23,1		Sealed joints in concrete linings of open drains	m	278		
23,12		Steel reinforcement:				
		(c) High tensile steel mesh:				
		(iii) Ref. 395	kg	2738		
23,13		Polyethylene Sheeting (0.15 mm thick) for concrete lined open drains	m ²	693		
2300		TOTAL CARRIED FORWARD TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	3100: BORROW MATERIALS				
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m ³	800		
	(b) Depth exceeding 0,5m and up to 1,5m	m ³	80		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	0,40		
	(c) Soft material	ha	1,00		
31.04	Compensation to landowners:				
	(a) Prime cost for compensation to landowners	Prov Sum			R 50 000,00
	(b) Handling cost and profit in respect of sub-item B31.04(a) above	%	R 50 000,00		
	Fencing				
31/B55.10	Borrow-pit Stock proof fencing				
	(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov Sum			R 30 000,00
	(b) Handling costs and profit in respect of subitem 31/B55.10(a)	%	R 30 000,00		
TOTAL SECTION 3100 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	3300: MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including 1.0 km free haul				
	(B) Gravel material in compacted layer thicknesses of 200 mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m ³	2 248		
33.04	Cut and spoil, including free-haul up to 1.0km, material obtained from:				
	(a) Soft excavation	m ³	4 272		
	(b) Intermediate excavation	m ³	427		
	(c) Hard excavation	m ³	64		
	(d) Boulder Excavation class B	m ³	40		
33.09	Material bladed down to windrow	m ³	2 136		
B33.10	Roadbed preparation and the compaction of material				
	(a) Compaction of 150mm thick layer to 93% of modified AASHTO density	m ³	1 045		
33.11	Three roller passes				
	(a) Vibratory roller	m ²			
	(b) Heavy grid roller	m ²			
33,13	Finishing-off cut and fill slopes, median and interchange areas:				
	(a) Cut slopes	m ²	-		
	(b) Fill slopes	m ²	-		
	TOTAL SECTION 3300 CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400 B34.01	<p><u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u></p> <p>Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 10 km:</p> <p>(a) Gravel base layer:</p> <p>(ii) 150mm thick G7 material compacted to 95% modified AASHTO density</p> <p>(h) Gravel wearing course:</p> <p>(ii) 150mm thick G5 material compacted to 98% modified AASHTO density</p> <p>(iii) 200mm thick G6 material compacted to 98% modified AASHTO density</p> <p>(d) Gravel subbase Layer</p> <p>(i) 200mm thick G6 material compacted to 98% Modified AASHTO density</p> <p>(1) from borrow pit material</p> <p>(g) Gravel shoulders compacted to:</p> <p>(i) 93% of modified AASHTO density (specify compacted layer thickness)</p> <p>Rate for item h (ii) and (iii) not to vary by more than 2%</p>	m ³	1 344		RATE ONLY
TOTAL SECTION 3400 CARRIED TO SUMMARY					

SCHEDULE B: ROADWORKS

SECTION 5100

ITEM NO	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00		<u>5100: PITCHING, STONEMWORK, ETC.</u>				
51.01	LIC	Stone pitching: (b) 100mm thick Grouted stone pitching on Culvert Embankments	Prov Sum	1		R 72 000,00
51.03	LIC	Stone masonry walls: (b) Cement-mortared stone walls	Prov Sum	1		R 5 000,00
51.04	LIC	Concrete edge beams: (a) Class 25/19 cast in-situ concrete	Prov Sum	1		R 8 000,00
B51.00		(a) Handling costs and profit in respect of section 5100 Works to be Sub-Contracted up to maximum of 10% of Sub-Contracted value	%	R85 000,00		
TOTAL SECTION 5100 CARRIED TO SUMMARY						

ITEM	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
52,00		SECTION 5200				
		5200: GABIONS				
52,01		Foundation trench excavation and backfilling:				
		(a) In Solid rock (Material which requires blasting)	Prov Sum	1	R	20 750,00
		(b) In all other classes of material	Prov Sum	1	R	15 800,00
52,02		Surface preparation for bedding the gabions	Prov Sum	1	R	5 000,00
52,03		Gabions:				
		(a) Galvanized gabion boxes:				
		Mesh size: 80mm x 100mm, wire diameter: 2.7mm, diaphragm spacing: 1,0m				
		(i) 2m x 1m x 1m	Prov Sum	1	R	29 000,00
		(c) Galvanized gabion mattresses:				
		Mesh size: 80mm x 100mm, wire diameter: 2.5mm, diaphragm spacing: 1,0m:				
		(ii) 6.0m x 2.0m x 0.3m deep	Prov Sum	1	R	5 800,00
52,04		Filter Fabric:				
		(a) Kaymat A5 or approved equivalent	Prov Sum	1	R	8 500,00
B52.00		(a) Handling costs and profit in respect of section 5200 Works to be Sub-Contracted up to maximum of 10% of Sub-Contracted value	%	R		84 850,00
TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION 5200						

Item No.	LIC	Description	Unit	QTY	Rate	Amount
5400		GUARDRAILS				
54,01		Guardrails on timber posts:				
		(a) Galvanized	Prov Sum	1		R 108 000,00
		(b) Extra over item 54.01 for horizontally curved guard-rails factory bend to a radius of less than 45m	Prov Sum	1		R 15 000,00
54,04		End treatments:				
		(b) Bull nose	Prov Sum	1		R 14 000,00
54,06		Reflective plates (Large reflectors)	Prov Sum	1		R 2 500,00
B54.00		(a) Handling costs and profit in respect of section 5400 Works to be Sub-Contracted up to maximum of 10% of Sub-Contracted value	%	R 139 500,00		

TOTAL SECTION 5400 CARRIED FORWARD TO SUMMARY
 THE CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.00	5600: ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanised steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2m ²	Prov Sum	1		R 17 280,00
	(ii) Area exceeding 2m ² but not 10m ²	Prov Sum	1		R 6 960,00
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(iii) Class III	Prov Sum	1		R 8 320,00
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(ii) Class III	Prov Sum	1		R 6 550,00
B56.03	Road sign supports (overhead road sign structures excluded):				
	(ii) 150 mm diameter bitumen treated	Prov Sum	1		R 45 600,00
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	Prov Sum	1		R 2 500,00
56.07	Extra over item 56.05 for rock excavation	Prov Sum	1		R 6 600,00
B56.10	Danger Plates				
	(a) Type W401/W402 back-to-back at culverts (1200mm height)	Prov Sum	1		R 4 480,00
B56.00	(a) Handling costs and profit in respect of section 5600 Works to be Sub-Contracted up to maximum of 10% of Sub-Contracted value	%	R 98 290,00		
TOTAL SECTION 5600 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
59.00	5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	1,2		
TOTAL SECTION 5900 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7100	CONCRETE PAVEMENT				
	Concrete Pavement				
B7102	Concrete pavement 120mm thick (including texturing and curing)	m ²	4518		
	Joints:				
71,06	(a) Expansion joints complete (excluding dowels)	m	841,50		
	(b) Sealed transverse contraction joints sawn in two separate operations	m	1262,25		
	(c) High Tensile welded mesh reinforcement (Ref.617)	t	28,0		
7100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	8100: TESTING MATERIALS AND WORKMANSHIP				
B81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the engineer	Prov Sum			R 80 000,00
	(b) Handling cost and profit in respect of sub-item B81.02(a)	%	R 80 000,00		
TOTAL SECTION 8100 CARRIED TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1	<u>Occupational Health and Safety Act Obligations</u>				
B1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	1		
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations / Implementation of approved OHS Plan for duration of contract, including daily/weekly inspections, monthly meetings, required audits, consolidated health and safety file, etc.	Month	8		
B1.3	Submission of the Health and Safety File	Lump Sum	1		
TOTAL SCHEDULE B CARRIED TO SUMMARY					

RAY NKONYENI MUNICIPALITY

CONSTRUCTION OF NKANDLA BRIDGE IN WARD 14

SECTION B (ROADWORKS): SUMMARY OF BILL OF QUANTITIES

SCHEDULE B : ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1500	Accommodation of traffic	R
1600	Overhaul	
1700	Clearing and grubbing	R
1800	Dayworks	R
2100	Drain	R
2200	Prefabricated Culvert Structure	R
2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains	R
3100	Borrow materials	R
3300	Mass earthworks	R
3400	Pavement layers of gravel materials	R
5100	Pitching, stonework, etc	R
5200	Gabions	R
5400	Guardrails	R
5600	Road Signs	R
5900	Finishing the road and road reserve and treating old roads	R
7100	Concrete Pavement	R
8100	Testing materials and workmanship	R
B1	Occupational Health and Safety Act Obligations	R
TOTAL(EXCL VAT) SCHEDULE B (ROADWORKS) CARRIED TO BOQ SUMMARY		R

SCHEDULE C-CONSTRUCTION OF NKANDLA BRIDGE

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
15	6100	<u>Foundations for Structures</u>					
15,1	61,02	Excavation:					
15,2		(a) Excavating soft material situated within the following successive depth ranges:					
15,3		(i) 0m up to 2m	m ³	490			
15,4		(ii) Exceeding 2m & up to 4m	m ³	10			
15,5		(iii) Exceeding 4m & up to 6m	m ³	10			
15,6		(iv) Exceeding 6m & up to 8m	m ³	10			
15,7		(b) Extra over subitem 61.02(a) for excavation in hard material irrespective of depth	m ³	10			
15,8		(c) Extra over subitem 61.02(a) for additional excavation required by the engineer after the excavation has been completed	m ³	10			
15,9		(d) Extra over subitem 61.02(a) for excavation by hand	m ³	10			
15,10	61,03	Access and drainage:					
15,11		(a) Access	L.Sum	1			
15,12	61,04	Backfilling to excavations utilising:					
15,13		(a) Material from the excavation	m ³	10			
15,14		(b) Imported material	m ³	10			
15,15	61,05	Fill within restricted area (extra over item 33.01)	m ³	40			
15,16	61,06	Overhaul in excess of 1.0km on excavated material & on material imported for backfill, foundation fill & fill for caissons.	m ³ -km	21600			
15,17	61,08	Foundation fill consisting of:					
15,18		(a) Rock fill	m ³	490			
15,19		(e) Concrete screed Class 15/19 (75mm thick blinding)	m ³	15			
15,20	61,14	Foundation lining					
15,21		(a) 0.250um Polyethylene sheeting under approach apron slab.	m ²	75			
Total Section 6100 Carried to Summary							

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
16	6200	<u>Falsework, formwork and concrete finish</u>					
16,1	62,02	Vertical formwork to provide:					
16,2		(a) Class F1 finish to (concealed surfaces):					
16,3		(i) Parapets and cut-off walls to barrel and apron slabs	m ²	70			
16,4		(ii) Barrel walls	m ²	60			
16,5		(iii) Earwing walls	m ²	40			
		(iv) Wing walls	m ²	25			
		(v) Approach slab	m ²	10			
		(vi) Slab above culvert	m ²	5			
16,6		(b) Class F2 finish to (exposed surfaces):					
16,7		(i) Parapet walls	m ²	20			
16,8		(ii) Barrel walls	m ²	120			
16,9		(iii) Earwing walls	m ²	40			
		Wing walls	m ²	25			
16,10	62,03	Horizontal formwork to provide:					
16,11		(a) Class F2 finish to:					
16,12		(i) Barrel soffit (including top fillets)	m ²	75			
16,13		(ii) Barrel bottom fillets	m ²	30			
16,14	62,04	Inclined formwork to provide:					
16,15		(a) Class F2 finish to:					
16,16		(i) Barrel inlet soffit	m ²	2			
Total Section 6200 Carried to Summary							

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
17	6300	<u>Steel reinforcement for structures</u>					
17,1	63,01	Steel reinforcement for:					
17,2		(a) Parapet walls and barrel cut-off walls:					
17,3		(i) High-yield-stress-steel bars (Y bars)	t	2			
17,4		(b) Barrel:					
17,5		(i) High-yield-stress-steel bars (Y bars)	t	10			
17,6		(c) Earwing walls:					
17,7		(i) High-yield-stress-steel bars (Y bars)	t	2,5			
17,8		(d) Apron slabs, splitter blocks and apron slab cut-off walls:					
17,9		(i) High-yield-stress-steel bars (Y bars)	t	4,55			
17,10		(ii) Welded steel fabric:					
17,11		ii-a Ref 617 apron and approach slabs	kg	1360			
17,12	B63.04	High yield stress reinforcement bars for:					
17,13		(a) Fixing dowels at gabion mattresses to apron slabs	t	0,5			
17,14		(b) Fixing dowels at barrel floor slab joints	t	1,5			
17,15		(c) Slab above culvert	t	2			
Total Section 6300 Carried to Summary							

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
18	6400	<u>Concrete for structures</u>					
18,1	B64.01	Cast in-situ concrete:					
18,2		(a) W30/19MPa concrete					
18,3		(i) Parapet walls & barrel cut-off walls	m ³	15			
18,4		(ii) Barrel	m ³	80			
18,5		(iii) Earwing walls	m ³	10			
		(iv) Wing walls	m ³	15			
18,6		(v) Apron slabs & apron slab cut-off walls	m ³	30			
18,7		(vi) Approach slab	m ³	20			
18,8		(vii) Slab above culvert	m ³	30			
18,9	B64.06	Demolishing existing concrete:					
18,10		(b) Reinforced concrete					
18,11		(i) Existing structures on affected area	Sum	1			
Total Section 6400 Carried to Summary							

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
19	6600	<u>No-fines Concrete, Joints, Bearings, Bolt Groups for Electrification, & Parapets</u>					
19,1	66,06	Filled joints:					
19,2		(a) Joints measured per square meter:					
19,3		(i) Joint Type MJ1 between the culvert barrel sections as shown on the drawings	m ²	50			
19,4		(b) Joints measured per meter:					
19,5		(i) Joint Type MJ4 between apron slab and culvert floor slab and earwing walls as shown on the drawings	m	60			
19,6	66,08	Sealing joints with:					
19,7		(a) Sealant dow coming 888 or similarly approved by the Engineer.					
19,8		(i) Barrel	m	30			
19,9		(ii) Earwing walls	m	25			
19,10		(iii) Apron slab	m	35			
19,11	66,18	Numbers for structures:					
19,12		(c) Numbers formed in concrete (including for painting of the rebated numbering or lettering as specified)	No.	2			
19,13	66,19	Drainage pipes & weepholes:					
19,14		(b) Weepholes					
19,15		(ii) 50mm dia weephole.	No.	25			
19,16	66,21	Synthetic-fibre filter:					
19,17		(a) Geotextile Grade 1 to bottom and sides of rock fill	m ²	800			
19,18		(b) G2 stitched drainage geofabric sleeves 500mm wide.	m ²	40			
19,19	B66.27	Drainage strips 330 mm wide (Kaytech WickDrain GPA 330 or equivalent as approved by the engineer), including wrapping the strips in stitched grade 2 filter fabric sleeves	m	360			
19,20	B66.28	Perforated drainage pipes (Kaytech M65 geopipe or equivalent as approved by the engineer), including wrapping the pipes in grade 2 filter fabric and constructing the 200 mm x 100 mm concrete bedding strips (class 15/19)	m	110			
19,21	B66.30	300 mm wide x 1,6 mm thick galvanised mild steel sheet on outside face of joint between the box culvert barrel sections	m	40			
Total Section 6600 Carried to Summary							

Item	Pay Item	Description	Unit	Qty	L.I	Rate	Amount
20	8100	<u>Testing material & workmanship</u>					
20,1	B81.02	Other special tests requested by the Engineer:					
20,2		(a) Cost of testing	Prov Sum	1		R 250 000,00	R 250 000,00
20,3		Handling cost and profit in respect of subitem B81.02(a) above	%	R 250 000,00			
Total Section 8100 Carried to Summary							

RAY NKONYENI MUNICIPALITY

SECTION C: SUMMARY OF SCHEDULE OF QUANTITIES

NO.	SECTION	AMOUNT
1	SECTION 6100	
2	SECTION 6200	
3	SECTION 6300	
4	SECTION 6400	
5	SECTION 6600	
6	SECTION 8100	
7	SUBTOTAL SECTION C (CONSTRUCTION OF BRIDGE)	
8	GRAND TOTAL SECTION C (CONSTRUCTION OF BRIDGE) CARRIED TO BOQ SUMMARY (EXCL VAT)	

C3: SCOPE OF WORK

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C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

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

C3.2 PROJECT SPECIFICATIONS

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

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

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

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

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

PART A: GENERAL

[NOTE: This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]

C3.2.1 Employer's Objective and Overview of the works

The objective of the project is the construction of the Nkandla Bridge (Major Cast- Insitu Culvert) and its road approaches. The project area is in Ward 14 of Ray Nkonyeni Municipality. The existing structure on site is a pipe culvert which is buried and access to determine its size configurations was limited but confirmed through the topographical survey. The condition of the existing gravel road approaches has also deteriorated, and some areas have eroded over time and hindering both vehicle and pedestrian movement in wet conditions. The new access road will have sections that have a gravel wearing course whereas the steeper sections of the road will have a rigid pavement surface (concrete surface). The existing crossing has overflow over the existing culvert during the rainy season. Once completed, the commissioned access road and new major culvert will provide an all-weather access to the community of Ward 14 and its connecting villages.

The Scope of Works will also include the upgrade of existing stormwater infrastructure, both longitudinal and cross drainage infrastructure. Erosion Protection works and other ancillary works including road signages also form part of the construction works.

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

Labour-intensive works comprise the activities which are to be performed by hand. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These requirements include provisions for the National Youth Service programme. Requirements in terms of Government's initiatives for broad based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

RAY NKONYENI MUNICIPALITY

NOTICE NO: 077 OF 2025

TENDER NO: 8/2/RNM0592

C3.2.2 Overview of the works

The scope of work is envisaged to include the following:

- Establishment of Contractors and Engineers Site Camp.
- Proving, exposing and relocation of various electricity, water and sewer services.
- Setting of delineators to separate and protect the travelling public from the construction activities.
- Accommodation of traffic.
- Cut and borrow to fill to form roadbed
- Laying of dump rock in areas with high water tables (where this is encountered during excavations)
- Reworking of the insitu material to form lower selected layers
- Construction of various new layerworks from imported material. This will assist in raising of the Finished Road Level which will improve the stormwater drainage
- Construction of new stormwater drainage infrastructure including longitudinal open drains and piped cross drainage
- Installation of regulatory and warning signs along the road traverse based on South African Road Traffic Signs Manual (SARTSM) for improved road safety for the road users
- Construct stormwater inlet and outlet structures.
- Supply, install and construct where applicable road furniture, including posted traffic signs and guard rails where indicated by the Engineer and landscape and tie sections adjoining new works, complete with necessary hydro seeding or grassing.

Structural works will entail Demolition of existing pipe culvert and Construction of a 1.8m x 1.8m x 3 Cell cast insitu box culvert

C3.2.3 Location of site and access

The site is located within Ward 14 of Ray Nkonyeni Municipality as depicted in the Locality Plan.

C3.2.4 Ground and Subsoil Investigations

Geotechnical investigations have been undertaken on the site and the details of the subsoil conditions will be provided to the Tenderers on request.

C3.2.5 Ancillary works

The existing gravel roads are to be formalized as depicted in the issued tender drawings.

C3.2.6 Climatic conditions

The proposed project area is in a high summer rainfall region with an average annual precipitation that ranges from 1000mm to 1400mm. The wettest month is typically January, with an average of 130mm of rain

C3.2.7 Labour

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

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

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

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC and in line with the Employer's policies.

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

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 Employer's Agent 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;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation of cut to spoil of the unsuitable insitu materials;
- Importation of G7 to G5 material from suitable borrow-pits to form gravel layerworks
- Landscaping;
- Excavation and compaction and gabion backfilling;
- Erosion Protection;
- Erection of road signs;
- Retaining walls;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete; for concrete sidewalks, V-Drains, Kerb and Channel (Kerbs to be sourced from local suppliers where possible) or manufactured on site depending on the quantum required;
- Pipe Culverts;
- Headwalls using local materials;
- Guardrail installation;
- Road safety improvement;
- Alien vegetation removal;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

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

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.

C.3.2.8 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with sub-clause 3306(f) of the COLTO standard specifications.

C.3.2.9 Material sources, spoil and stockpile areas

Where possible, the contractor shall source material from within 20km of the site utilizing local suppliers. The material which may be sourced locally:

- Cement;
- River sand (Coarse Grade Nom. 4.75mm); and
- 19mm sized crushed stone aggregates.

All commercial pavement and construction material should be sourced within Ray Nkonyeni Municipality's area of jurisdiction as far as is practical. G7 to G5 material shall be imported from suitable borrow-pits to form gravel layerworks up to wearing course level provided the same has been tested and the subsequent results are favourable. Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

C.3.2.10 Accommodation of traffic

The accommodation of traffic forms and integral part of the contract.

C.3.2.11 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

The transporting of excavators and any other similar-wheeled machinery shall be done using a low bed truck to limit damage to existing roads and infrastructure. This is a compulsory requirement.

C.3.2.12 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carports for the Engineer at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated by the Engineer before the commencement of construction.

C.3.2.13 Temporary Works

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the culvert structures. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

C.3.2.14 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described later in the Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

C.3.2.15 Testing of materials

A provisional sum has been allowed in section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities included in section 1400 and/or commercial laboratory facilities.

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

C.3.2.16 Power supply and other services

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

C.3.2.17 Construction in confined areas

The works are to be undertaken in a built-up area and it will be inevitable for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plan.

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

C.3.2.18 Contractor's campsite

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

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications. The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

C.3.2.19 Additional requirements for construction activities

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

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

C3.2.20 Design

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings have been used for setting up the Bills of Quantities.

C3.2.21 Quality Assurance (QA)(Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible to produce work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.2.22 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

C.3.2.23 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of the OHS Act 1993 Health and Safety Specifications.

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- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged adjacent construction sites must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.
- (9) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractors works programme

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

C.3.2.24 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C.3.2.25 Earthworks *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

Borrow pits and spoil areas

The borrow pits to be used for this contract, where possible, shall be pointed out at the Compulsory Site Inspection. It is however the contractor's responsibility to locate the closest borrow pit which will be tested by an approved Geotechnical Engineering specialist prior to the source being used. The rate for gravel material shall be deemed to include all overhaul based on the identified borrow pits' distance.

The Contractor shall be permitted to use only those borrow pits approved by the Engineer. The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

C.3.2.26 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C.3.2.27 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C.3.2.28 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C.3.2.29 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

C.3.2.29.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

C.3.2.29.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

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

[Note to compiler: The Employer's Safety Specification is available and must be included]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C.3.2.29.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C.3.2.29.4 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

C.3.2.30 EPWP Alignment Clauses

C.3.2.30.1 (1.2) Personal & Other Protective Equipment *(Sections 8/15/23 or the OHS Act)*

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

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It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue more than 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 infrastructure 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.

C.3.2.30.2 (B1200 (e)) 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 regarding 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.

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

(xii) To submit monthly returns regarding community liaison.

(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.

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PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

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

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

(a) The following specifications shall apply to this contract:

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

SAICE

Waterfall Park / Postnet Suite 81
Howick Gardens/ Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street/ 1685
Midrand

Tel: (011) 805-5947

Fax: (011) 805-5971

(b) SANS or BS Specifications and Codes of Practice

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

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

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SECTION 1100: DEFINITIONS AND TERMS

In all cases where "Directorate Land Transport" appears in the text or in drawings contained in this document it shall be read as "Province of KwaZulu-Natal".

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as "GCC 2015" or as "General Conditions of Contract 2015") published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

The COLTO Standard Specifications make frequent use of the term "engineer". The Project Specifications and the Schedule of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the "engineer" or the "Engineer", this is to be interpreted as the "Employer's Agent" as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the "engineer's representative" or the "Engineer's Representative", this is to be interpreted as the "Employer's Agent's Representative" as defined in subclause 1.1.1.17 of GCC 2015."

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TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of Plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of Practical Completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Application of Contract Price Adjustment Factor	6.8: 6.8.2	Application of the Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53: 49(2) and 49(3) 53	Application of Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 20 per cent	6.8 & 6.11: 6.8.2 and 6.8.3 6.11	Application of the Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 15 per cent
1303	1300-2	12 & 45: 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	Commencement of the Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
1517 Items: 15.08 15.09 15.11	1500-8	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums

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COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
3108 Note (2)	3100-4	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
3204 (b)(iii)	3200-2	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3.	Employer's Agent
5803(c)	5800-3	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
5805(d)	5800-4	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
5809 Item 58.10	5800-10	48: 48.1	 Provisional Sums	6.6: 6.6.1	 Provisional sums
8103(c)	8100-1	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of Site on completion	5.15	Clearance of Site

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SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1200 COMMUNITY PARTICIPATION

A Project Liaison Committee (PLC) is a vital means of communication between all parties involved with the project. The PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the Community. Where one is not available, this role shall be played by the existing ward committee members, or any other members as deemed fit by the client. The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

Purpose:

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.

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.

Procedures:

- 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.
- 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.

Tasks of the PLC

- To assist with community liaison and resolution of disputes.
- 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.
- To advise on and monitor labour issues.
- To assist in resolving labour disputes.

Assistance to the PLC

- 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.

B1200(e) 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 07h30 and 16h30 and at other time as the need arises. His normal working day will extend from 07h30 morning until 16h30 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.

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- (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 C of this document.

(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 by the 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.

B1202 SERVICES

Add the following at the end of clause 1202:

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1204:

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

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

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

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

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

B1209 PAYMENT

(a) Contract rates

Add the following new paragraph at the end of subclause 1209(a):

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

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

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Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

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

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

TABLE B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

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

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

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

B1219 WATER

Add the following paragraph to the end of clause 1219:

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

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

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

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

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

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

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

Add the following new clauses at the end of Section 1200:

B1230 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.

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

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

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

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

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

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

B1233 ENVIRONMENTAL IMPACT CONTROL

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

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer’s Agent and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer’s Agent.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a

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direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.

- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1234 MEASUREMENT AND PAYMENT

Expenditure under the items scheduled in B1200 (c) to (f) shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under the respective subitems in B1200 (c) to (f) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the said works.

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

B1301 GENERAL REQUIREMENTS

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

Add the following new paragraphs to the end of subclause 1302(c):

"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, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHS 1993 Health and Safety Specification, Part F: Requirements of the Expanded Public Works Programme (EPWP) and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the Contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with the environmental management specification. The Contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Part E: OHS 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the Contractor to make separate provision for the cost of health and safety obligations during the construction process.

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

Part G: Small Contractor Development contains provisions that regulate the Contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300. The Contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G1003(d)."

B1303 PAYMENT

Add the following at the start of clause 1303:

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

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

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with the following:

"from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,".

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

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(i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.

(ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.

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

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

$$\begin{aligned} &\text{No. of } \underline{\text{months}}' \text{ extension of time granted} \\ &= [(\text{No. of } \underline{\text{calendar}} \text{ days}' \text{ extension of time granted} / 365)] \times 12 \end{aligned}$$

(iv) The number of months' extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

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

Item	Unit
B13.01	The contractor's general obligations:

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of subsubclause (iii) in the fourth paragraph of item 13.01, add the following new sub subclauses which further define the contractor's general obligations:

"(iv) Complying with the requirements and conditions of the additional specifications in Part C: Environmental Management Specification.

(v) Complying with the requirements and conditions of the additional specifications in Part F: Requirements of the Expanded Public Works Programme (EPWP) to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.

(vi) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section."

Add the following new payment items at the end of clause 1303:

Item	Unit
B13.02	Health and Safety obligations:

- (a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum)
- (b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works lump sum (Sum)

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(c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract month

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified in the COLTO standard specifications for the payment of the tendered rate for subitem 13.01(c).

B13.03 Supply, transport to site and erection of the contract signboard

<u>ITEM</u>	<u>UNIT</u>
B13.03 Supply, transport to site and erection of the contract signboard	
(a) Contract sign boards	No
(b) Information boards	No

The unit of measurement shall be the number of contract signboards erected as instructed by the Employer's Agent.

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

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.

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SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following new paragraph at the end of this sub-clause:

The offices and ablution shall, unless otherwise agreed, be erected in close proximity to the contractor's offices, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's office and to ensure the general security of the offices.

Add the following after the last paragraph:

(b) Offices

Add the following items to the list of equipment under Sub-clause 1403(a):

(ixx) Provision of floodlights, which are to be controlled by a photocell for security purposes at the offices of the supervisory staff.

(xx) White boards (2 m x 1 m)

(xxi) Microwave (30 litre capacity)

B1404 SERVICES

(a) Water, electricity and gas

Add the following:

"The power supply to the Engineer's office and laboratory 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 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."

B1406 MEASUREMENT AND PAYMENT

Additional payment items to cover the requirements of the project specifications are listed below.

Add the following new payment items:

<u>ITEM</u>	<u>UNIT</u>
B14.03 Office and laboratory fittings, installations and equipment (a) Items measured by number	
(xx) White Boards (2m x 2m)	No
(xxi) Microwave oven (30 litres min. capacity)	No

<u>ITEM</u>	<u>UNIT</u>
B14.11 Sundries	
(a) Provisional sum for providing sundries as requested by the engineer.	Prov Sum
(b) Handling costs and profit in respect of subitem B14.11(a) above	%

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Expenditure under these items will be made in accordance with the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under Item B14.11(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing sundries as requested by the engineer.

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SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hour contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned

Add the following to the end of clause 1501:

“Throughout the course of the contract the contractor shall ensure that the works do not prevent service owners or the employer’s other contractors from gaining access through the site.

The contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the contractor’s plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen.”

B1502 GENERAL REQUIREMENTS

- (a) Safety

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

- (b) Providing Temporary Deviations

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

- (i) **Traffic Safety Officer**

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

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- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature.

The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 2 labourers at his disposal 24 hours a day, including public holidays and the shutdown period as instructed by the engineer. He shall also be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 1 ton and shall be equipped with a high visibility rear panel. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

(ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.

(x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities. In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(a) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- **A fixed penalty of R4 600,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.**

- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.
- Furthermore, failure to comply with the provisions of clause B1502(i) will also result in a pro-rata penalty to be deducted from payment item B15.14 by the engineer.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

(b) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(c) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of clause 1503 with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The contractor shall also remove all bituminous or other foreign material from the traffic-control facilities to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the contractor."

Replace the first sentence of the third paragraph of clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

(a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

(b) Road signs and barricades

Add the following to the end of subclause 1503(b):

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"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.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items B15.01.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the engineer has been obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

(c) Channelization devices and barricades

Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

(e) Warning devices

Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic 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 LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and shall be operated continuously while the vehicles are manoeuvring in or out of traffic or while the vehicles are travelling alongside or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" warning 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 to the approval of the engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following new subclauses to clause 1503:

(g) Other signs and facilities

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The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers. Cones shall be manufactured and positioned in accordance with the details specified on the drawings. All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) High visibility safety vests

The contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

B1505 TEMPORARY DRAINAGE WORKS

Replace the following:

“Clauses 40 and 53” with “Clause 6.4 and 6.5”

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add to Clause 1511 the following:

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

B1517 MEASUREMENT AND PAYMENT

Amend the following payment item:

<u>ITEM</u>		<u>UNIT</u>
B15.01	Accommodating traffic and maintaining temporary deviations.	km

Delete the second sentence of the second paragraph.

The rest of the second paragraph of Payment Item 15.01 shall apply.

Delete the third paragraph and replace with:

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval before the commencement of any construction works. The tendered rate shall also include for all costs associated with constructing the road under traffic and for complying with the restricted working.

<u>ITEM</u>		<u>UNIT</u>
B15.03	Temporary traffic-control facilities:	
	(a) Flagmen	man-day

Add the following:

- 1) Competent staff must be used for controlling traffic, as their actions can affect the safety of both the road users and road workers.
- 2) Local labour shall be trained during traffic accommodation workshops prior to works being carried out.

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Add the following new payment items:

<u>ITEM</u>		<u>UNIT</u>
B15.12	Temporary culverts:	
	(a) Provision and laying of temporary and prefabricated culverts complete (1200mm dia. Spigot and Socket, Class 100D on class C bedding)	m
	(b) Eventual removal of prefabricated culverts	m

Add the following to the end of the first paragraph:

The tendered rate shall also include for the removal of the temporary detour, including all associated earthworks and the rehabilitation of the river channel. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.

<u>ITEM</u>		<u>UNIT</u>
B15.15	Penalties:	
	(a) (i) Fixed penalty for noncompliance of traffic safety requirements per occurrence	No
	(b) (ii) Time related penalty for B15.15 (a)(i) above	Hour

A fixed penalty deduction of R 4600,00 per occurrence shall be applied in terms of subitem B15.15 (a)(i) for every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the project specifications.

In addition to the fixed penalty deduction in item B15.15 (a)(i), a time related penalty deduction of R 500,00 per hour shall be applied in terms of subitem B15.15 (b)(ii) for non-compliance in rectifying any defects in the accommodation of traffic within the allowable time after an instruction to this effect was given by the engineer. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to comply with this instruction within the allowable time, the time-related penalty shall be applied from the time the instruction was given.

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SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following to the end of subclause 1602(a):

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

(b) Overhaul

Delete the first two paragraphs of subclause 1602(b) and replace them with the following:

"Restricted overhaul shall not apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and no measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 10 km."

Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.

(d) Free-haul distance

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 10 km in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Delete item 16.01 since restricted overhaul shall not apply to the work required under this contract.

*Refer to the **Note** immediately below the description of the unit of measurement for item 16.02. Delete the first paragraph of this note since restricted overhaul shall not apply to the work required under this contract.*

ITEM

UNIT

B16.02 Overhaul on material hauled in excess of 10 km (ordinary overhaul)

m³ km

Delete the first paragraph of the first set of notes.

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SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Add to Payment Item 17.01 the following

<u>ITEM</u>	<u>UNIT</u>
B17.01 Clearing and grubbing	ha

The tendered rate shall also include full compensation for removal of existing fences, pipe culvert inlet and outlet structures and kilometre marker posts as instructed by the engineer. 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.

Within the road reserves clearing and grubbing will only be measured and paid for where required for road works. All topsoil removed in this process must be stockpiled in heaps not exceeding 1 m height for later use during rehabilitation and landscaping.

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- 1) Bush clearing: Medium to Dense Bush
- 2) Grass clearing: Removal of vegetation to ground surface
- 3) Destumping: Removal of stumps and major roots.
- 4) Grubbing: Root removal to 250 mm depth in soft loamy soil.

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SECTION 2100: DRAINS

B2107 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 21.01:

<u>ITEM</u>	<u>UNIT</u>
B21.01 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	m ³
(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³

Add the following sentence to the end of paragraph two.

Local labour shall be utilised in the excavation of the soft material to the required lines, levels and grades using hand held tools only up to a depth of 1,5 m.

Add the following new Clause after the last paragraph of item 21.02:

<u>ITEM</u>	<u>UNIT</u>
B21.02 Clearing and shaping existing open drains	m ³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating the material;
- b) Protecting the existing drainage structures;
- c) Trimming the floors and sides of the open drains and
- d) Disposing of material

<u>ITEM</u>	<u>UNIT</u>
B21.03 Excavating for subsoil drainage systems:	
(a) Excavating soft material situated within the following depth ranges below the surface level:	
(i) 0 m and up to 1,5 m	m ³
(ii) Exceeding 1,5 m and up to 3,0 m	m ³
(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³

Add the following sentence to the end of paragraph two.

Local labour shall be utilised in the excavation of the soft material to the required lines, levels and grades using hand held tools only up to a depth of 1,5 m.

Add the following new Clause after the last paragraph of item 21.19:

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ITEM

UNIT

B21.19 Selected backfill material under concrete lined side drains compacted to 93% of modified AASTHO density m³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Breaking down, placing and compacting the material to 150mm layers

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SECTION 2200: PREFABRICATED CULVERTS

B2204 CONSTRUCTION METHODS

Add to Clause 2204 the following:

Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method'.

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"

HAND EXCAVATEABLE 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 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. cohesive materials:
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm; and
- 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 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

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

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

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

(f) General

Add to Sub-clause 2210(f) the following:

Pipe culverts have been designed to the positions, lengths and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Engineer and recorded in writing.

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B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:

Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

B2218 MEASUREMENT AND PAYMENT

Amend the following payment items:

<u>ITEM</u>		<u>UNIT</u>
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
	(ii) Exceeding 1,5 m and up to 3,0 m	m ³
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³

Add the following sentence to the end of paragraph seven.

Local labour shall be utilised for the excavation of soft material, only up to a depth of 1,5m, and the disposal of excavated material unsuitable for backfilling.

Add the following new Clause after the last paragraph of item 22.02:

<u>ITEM</u>		<u>UNIT</u>
B22.02	Backfilling:	
	(a) Using the excavated material	m ³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Backfilling under, alongside and covering of the conduits;
- b) Watering and
- c) Compacting the backfilling materials to the specified density

Add the following new Clause after the last paragraph of item 22.10:

Add the following new Clause after the last paragraph of item 22.17:

<u>ITEM</u>		<u>UNIT</u>
B22.17	Manholes, catchpits, precast inlet and outlet structures complete:	
	(a) Manholes (for grid inlets) – SD 0602/B	
	(i) 1,0 m to 1,5 m deep	No
	(ii) 1,5 m to 2,0 m deep	No
	(iii) 2,0 m to 2,5 m deep	No
	(b) Catchpits – SD 0703/A	
	(1) Brick Manholes for drainage: constructed on all pipes up to 750mm diam.	

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(i)	1,0 m to 1,5m deep: Type S1	No
(ii)	1,5 m to 2,0 m deep: Type S1	No
(2)	Brick Manholes for drainage: constructed on 750mm dia. pipes	
(i)	1, 0 m to 1,5 m deep	No
(ii)	1,5 m to 2,0 m deep:	No

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Laying of brickwork and
- b) Plastering and benching

Add the following new Clause after the last paragraph of item 22.18:

<u>ITEM</u>	<u>UNIT</u>
B22.18 Brickwork:	m ²
(a) 230 mm thick	

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Laying of brickwork for headwalls

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to Sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows:

If the difference in levels between the top of the kerb and the sub-base on which the kerb is laid is (h), then the height of the haunch is $2/3h$ and the width of the haunch is h.

Add the following new Sub-clauses to Clause 2304:

(l) Shrinkage joints for cast in-situ concrete work.

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

B2307 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 23.05:

<u>ITEM</u>		<u>UNIT</u>
B23.05	Inlet, outlet, transition and similar structures (typical designs):	
(a)	500mm wide combined precast kerb to SABS 927 (Figure 6) and cast in situ channel (Refer to SD 0701/A)	m
(b)	Pipe to open chute including splash walls with 1m transition channels and erosion protection as shown in SD 0704	No
(c)	1000 V-Drain Outlet chute including 5m transition, 2m straight channel and stone pitching erosion protection (As shown on Drawing SD 0603/A and SD 0603/2)	No

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Placing formwork;
- b) Excavating, trimming and backfilling; and
- c) Mixing and placing concrete

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Add the following new Clause after the last paragraph of item 23.07:

<u>ITEM</u>		<u>UNIT</u>
B23.07	Trimming of excavations for concrete-lined open drains:	
	(a) In soft material	m ²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Preparing the areas for placing concrete

Add the following new Clause after the last paragraph of item 23.08:

<u>ITEM</u>		<u>UNIT</u>
B23.08	Concrete lining for open drains:	
	(a) Cast in situ concrete lining (Class 20/19 for open drains)	m ³
	(b) Class U2 surface finish to cast in situ concrete (Open Drains)	m ²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.08:

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.09:

<u>ITEM</u>		<u>UNIT</u>
B23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):	
	(a) To sides with formwork on the internal face only	m ²

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(b) To ends of slabs m²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.10:

<u>ITEM</u>	<u>UNIT</u>
B23.10 Sealed joints in concrete linings of open drains(Polysulphide sealant):	m

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- (a) Sealing the joints

Add the following new Clause after the last paragraph of item 23.12:

<u>ITEM</u>	<u>UNIT</u>
B23.12 Steel reinforcement:	
(a) High-tensile steel bars	t
(b) Welded steel fabric	kg

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Cutting, bending;
- b) Welding and
- c) Placing and fixing the steel reinforcement

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SECTION 3300: MASS EARTHWORKS

B3301 SCOPE

Add to Clause 3301 the following:

The Contractor should note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract.

The contractor should not that there is a finished gravel road surface on the existing residential roads. These layers will have to be boxed out and stockpiled as directed by the Engineer on site.

B3303 CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

Cut material for fills will, apart from natural in-situ material, also consist of existing fill and pavement layers from the existing road. Excavation from existing fill and pavement layers varies in depth, but no distinction is made between this excavation and excavation in other materials, except for classification as soft, intermediate and hard materials.

Payment items 33.14 and 33.15 will not apply on this Contract.

B3306 CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.

Add the following:

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3312 MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Amend the payment items under Clause 3312 as follows:

B33.01 In the description of Item 33.01, delete "free-haul up to 0.5 km" and replace with "free-haul up to 10.0 km."

In the fifth paragraph, referring to the tendered rates, delete the words "free-haul distance of 0.5 km" and replace with "free-haul distance of 10.0 km."

Also in the fifth paragraph, after the words "the cutting of benches" insert the words "including benches in existing fill slopes to be widened."

B33.04 In the description of Item 33.04, delete "free-haul up to 0.5 km" and replace with "free-haul up to 10.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 10.0 km."

B33.07 Ditto above.

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SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall consist of:

Wearing Course 150mm G5 material, from borrow-pit
Subbase 150mm G5/G6/G7 material, from borrow-pit
Insitu Subgrade Rip, Recompact and shape to designed levels

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

Gravel Road Section

The compaction requirements of the pavement layers shall be:

Wearing Course 200mm G6 material from borrow-pit compacted to 98% MOD AASHTO
Base 150mm G7 material from borrow-pit compacted to 95% MOD AASHTO
Cut to fill Insitu Subgrade Material Rip, Recompact 150mm of uppermost road formation material to 93% MOD AASHTO and shape to designed levels

Concrete Road Section

The compaction requirements of the pavement layers shall be:

Wearing Course 120mm 25 MPa concrete with one layer mesh ref 617
Base 200mm G6 material from borrow-pit compacted to 98% MOD AASHTO
Cut to fill Insitu Subgrade Material Rip, Recompact 150mm of uppermost road formation material to 93% MOD AASHTO and shape to designed levels

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the Standard Specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

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SECTION 3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Delete sub-clauses (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."

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

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 all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

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Add the following note to this payment item:

<u>ITEM</u>		<u>UNIT</u>
B35.02	Chemical stabilizing agent:	
	(b) CEM IIIA	t

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SANS 50197-1:2000.

Add the following new Clause after the last paragraph of item 35.02:

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Placing pockets of the stabilising agent at regular intervals; and
- b) Spreading by hand, under supervision.

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SECTION 5800: LANDSCAPING AND PLANTING PLANTS

B5801 SCOPE AND DEFINITION

(a) Scope

Add to sub-clause 5801(a) the following:

The Contractor shall also note the requirements of the Environmental Management Procedures in Part C of these Project Specifications, with particular reference to the protection of existing trees and shrubs. Due to the nature of the project site, and the erosion which occurs when trees and grasses are removed, existing vegetation shall be disturbed as little as possible.

B5812 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 58.01:

<u>ITEM</u>	<u>UNIT</u>
B58.01 Trimming:	
(a) Machine trimming	m ²
(b) Hand trimming	m ²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Trimming the areas to the specified requirements;
- b) Moving of small quantity material; and
- a) Removal of surplus material and stone

Add the following new Clause after the last paragraph of item 58.03:

<u>ITEM</u>	<u>UNIT</u>
B58.03 Preparing the areas for grassing:	
(a) Topsoiling within the road reserve, where the following materials are used:	
(i) Topsoil obtained from within the road reserve or borrow areas (free haul 1,0km)	m ³
(b) Stockpiling of topsoil (free-haul 1,0km)	m ³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating and loading the topsoil;
- b) Placing and spreading the topsoil to required thickness;
- c) Levelling the topsoil to smooth surface and removing the stones; and
- d) Placing it in the stockpile

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Add the following new Clauses after the last paragraph of item 58.04:

<u>ITEM</u>		<u>UNIT</u>
B58.04	Grassing:	
	(a) Sodding by using the following types of sods:	
	(i) Veld sods	m ²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Excavating, loading, transporting, off-loading, placing and watering sods for replanting dead areas.

B58.04 Grassing:
(continued)

- | | |
|-------------------|----|
| (b) Hydroseeding: | |
| (i) Hydroseeding | ha |

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Mixing;
- b) Watering,
- c) Weeding and re-hydroseeding bare patches

SECTION B6100: FOUNDATIONS FOR STRUCTURES

B6101 SCOPE

Add the following:

"This section also covers the excavation for open channels connected to drainage structures that are measured under Series 6000."

B6103 GENERAL

(a) Subsurface data

Add the following paragraph:

"It is expressly understood that, while all subsurface information is given in good faith, the correctness of the information furnished is not guaranteed. Where the actual foundation conditions encountered are considerably at variance with conditions visualised and described in the Contract documents and those items for which the rate or price provided for in the Contract is rendered unreasonable or inapplicable, such other rate or price consistent with the rates set out in the Contract shall be fixed as set out in accordance with the Conditions of Contract, subject always to a founding depth variation not exceeding 2,5 m in any foundation component (except for piling depth) of the permanent structure not, by itself, being held to constitute cause for variation for the Contract rates or prices."

B6104 ACCESS AND DRAINAGE

(a) General

In the second and last lines of the first paragraph replace the word "excavations" with "excavations and working areas".

(c) Drainage

In the third line of the first paragraph replace the word "excavations" with "excavations and working areas".

Add the following paragraph:

"Where dewatering and keeping dry of excavations has not been billed separately as per **payment item 61.03**. Access and drainage, it shall be deemed to be included in the rates tendered and paid for excavation and backfill."

B6105 EXCAVATION

(a) General

Add the following:

"Excavation required for diverting, channelling or widening streams within 5,0 m of concrete structures shall be measured and paid for under **payment item B61.02**. Excavations beyond the 5,0 m limit shall be measured and paid for under the appropriate items in Section 2100 and Section 3300."

(c) Excavation

Replace the second paragraph with:

"Where foundation slabs are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100 mm allowance for overbreak on either side (i.e. 200 mm more than the plan dimension, allowing for two (2) sides), whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations."

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Add the following paragraph:

"Where excavation is in soft material, the final 0,75 m and in the case of hard material, the final 0,25 m of material shall be removed using suitable hand tools such as picks and shovels or pneumatic tools.

During construction of the river bridges the Contractor will only be permitted to construct, subject to the approval of the Directorate of Water Affairs, low-level causeways across the rivers that cause negligible backing up and cofferdams around the piers and abutments for the construction of the foundations using material excavated in the road prism consisting of natural alluvial deposits of sand boulders, etc. These obstructions must be removed at the end of the Contract and the river and banks restored to their original condition."

(g) The safety of excavations

Add the following paragraph:

"The design for shoring, signing of the drawings and inspection prior to construction of the permanent works of excavations to ensure it is safe shall be undertaken by the Contractor's competent person, who shall be a professional Engineer with the relevant experience. The Contractor shall ensure that all temporary works undertaken shall comply with the relevant sections of the Occupational Health and Safety Act and the Construction Regulations."

B6106 FOUNDING

Add the following clause at the end of the last paragraph:

"Where foundation slabs or pile caps are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100 mm allowance for overbreak on each applicable side, whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations."

B6108 BACKFILL AND FILL NEAR STRUCTURES

(d) Fill within restricted area

Add the following paragraph:

"In the immediate vicinity of any structural concrete only hand-operated mechanical compaction equipment shall be used to achieve the specified density."

B6109 FOUNDATION FILL

Add the following to the third paragraph:

"The extent of the foundation fill to be constructed will be indicated by the Engineer in writing. The granular material shall meet the requirements of a Type G6 material according to [Table B3402/1](#)."

Replace "60°" with "45°" in the seventh line of the fifth paragraph.

Add the following after the sixth paragraph:

"Concrete blinding shall extend 100 mm all round beyond the horizontal dimensions of all formed footings to facilitate placing of the formwork, unless otherwise directed by the Engineer.

In the case of structures where excessive ground water is encountered, the blinding layer shall extend over the full plan area of the base of the excavation and beyond the edge of the foundation where required. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of blinding layer and the actual area of blinding placed subject to a maximum distance of 500 mm beyond the edge of the foundation."

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B6151 TEMPORARY WORKING PLATFORM

(a) Scope

As part of the work under this tender item, the Contractor shall, supply, install, maintain, remove and dispose of the temporary working platform including the 1.2m dia. Concrete culverts used for providing access for construction equipment and also to prevent contaminants from the equipment from entering the water course.

(b) Temporary working platform component requirements

(i) 1.2m dia. Concrete culverts

Three (3) 1.2m dia precast concrete culverts shall be placed as shown on the drawings or as directed by the Engineer.

The precast culverts shall comply with the requirements of Section 2200.

(ii) Rock fill and granular fill

Rock fill and granular fill shall be placed as shown on the drawings or as directed by the Engineer. The maximum size of rock fill that may be placed shall be 300mm.

The rock fill and granular fill shall comply with the requirements of Clause 6102 and 6104.

(iii) Synthetic-fibre filter fabric

The synthetic-fibre filter fabric shall be **Grade 2** and be placed shown on the drawings or as directed by the Engineer.

The synthetic-fibre filter shall comply with the requirements of clause 6606 and subclause 2104(a)(iii).

(c) Construction

The temporary working platform shall be constructed after the turbidity curtains are installed and before and other construction activity.

(d) Maintenance

The temporary working platform shall be maintained regularly and is always in working order.

B6115 MEASUREMENT AND PAYMENT

Add the following note immediately after the clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated items will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated items will be made as specified in Section 1600."

Item **Unit**

B61.02 Excavation:

Add the following subitems:

(a) Excavating soft material situated within the following successive depth ranges:

(i)	0m up to 2m (including shoring)	cubic metre (m ³)
(ii)	2m up to 4m (including shoring)	cubic metre (m ³)
(iii)	4m up to 6m (including shoring)	cubic metre (m ³)

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Add the following after the end of section 6100:

Item	Unit
B61.51 Temporary Working Platform:	
(a) 1.2m dia. Concrete pipe culverts on Class D bedding	metre (m)
(b) Rock Fill	cubic metre (m ³)
(c) Granular Fill	cubic metre (m ³)
(d) Synthetic-fibre filter fabric (Grade 2) under rock fill & granular fill.....	square metre (m ²)

SECTION B6600: NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES

B6601 SCOPE

Delete "and" in the fourth line of paragraph (e). Replace the full stop at the end of paragraph (f) with a semi-colon, and add the following:

- "(g) the installation of service ducts;
- (h) the construction of transition blocks and nose endings at balustrades;
- (i) the construction of brickwork, with or without plaster; and
- (j) the supply and installation of accessories."

B6603 JOINTS IN STRUCTURES

(a) Materials

- (i) General

Add the following after the last paragraph:

"It is a firm requirement that all contracts have **full** Agrément certification for bridge deck joints, with the target date for new applications for Agrément assessment one (1) year from receipt and acceptance by Agrément South Africa of each application. Proof of original acceptance of application by Agrément is required in such a case:

- (1) current Agrément assessments: 1 September 2010
- (2) new applications for Agrément assessment one (1) year from receipt and acceptance by Agrément South Africa of each application. Proof of original acceptance of application by Agrément is required in such a case."
- (iii) Sealants

Add the following:

"The silicone sealant required for sealing movement joints shall be Dow Corning 888, or similar approved."

(g) Installing the expansion joints

Add the following at the beginning of **subclause B6603(g)**:

"All deck expansion joints shall be installed by approved specialist subcontractors only. Installed deck expansion joints shall have the following guarantees:

Proprietary joints	-	15 years	
Asphalt plug type joints	-		10 years
Concrete nosings (replacement)	-	10 years	
Joint sealant	-		5 years

All deck expansion joints will only be considered for use on this Contract if the manufacturer has obtained Agrément certification. New applications for Agrément assessment take up to one year from receipt to acceptance by Agrément South Africa.

The specialist Contractor shall arrange for the attendance on the Site of the manufacturers or suppliers of the joint system in order to accept the installation in its entirety.

Where existing expansion joints have to be replaced, joints shall be formed as follows:

The previously laid surfacing or joint nosing shall be cut with a diamond saw to correspond with the specified width of the new nosing, and all material shall be removed from the nosing recess, as per instructions on the drawings, with

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the use of high-pressure water jetting. The use of percussion tools, if necessary, shall be kept to an absolute minimum.

Joint recesses within the sidewalks shall be constructed with formwork where required and the surfaces prepared as for the roadway joints."

Add the following subclause:

"(h) Joint protection plates

All joints to bridge and culvert earwings and wing walls included under this Contract are to receive metal protection plates on the earth face. This metal protection plate shall consist of a 300 mm wide 1,6 mm thick mild-steel sheet galvanized with a Class M coating in accordance with SANS 3575.

Cuts ends and small damaged areas shall be repaired by the application of zinc-rich paint, or by zinc spraying.

The protection plates are to be fixed centrally in place over the joints on the earth face with an appropriate epoxy adhesive, or with **Hilti nails** at 500 mm spacing on one side of the joint only."

B6604 BEARINGS FOR STRUCTURES

(e) Proprietary bearings

(i) General

Add the following to this clause:

"The technical data necessary to determine the size and type of the required bearing are shown on the drawings."

(v) Construction

*Delete the final three (3) paragraphs of **subclause B6604(e)(v)(7)** and replace with the following:*

"Applying two coats of epoxy MIO paint, with each coat a minimum of 75 micrometers of dry-film thickness and of a dark grey colour.

Applying a semi-gloss, acrylic polyurethane (2 pack) finish with a minimum of 50 micrometers of dry-film thickness and of light grey colour.

Surfaces in contact with concrete shall be sprayed with zinc, but not painted, so that it complies with the requirements of SANS 2063, **Table 1** (Zn) minimum local thickness of 150 µm."

(vi) Inspection and testing

Replace the third paragraph with:

"The Contractor shall ensure that each individual bearing is available on site for inspection and approval by the Engineer at least seven (7) days before installation of the bearing.

The manufacture of bearing assemblies shall be strictly controlled and where directed, the Contractor shall arrange for load performance testing to be carried out on one randomly selected bearing of each size and type in a laboratory approved by the Engineer. Certified test certificates shall be submitted to the Engineer."

Add the following subclause:

"(vii) Rejection

Bearing components improperly manufactured or improperly stored, handled or transported such as to cause deterioration, corrosion or any damage harmful to the performance of such assemblies, or units failing the manufacturers' claimed properties or displaying test properties inconsistent with the specifications, will be rejected by the Engineer and on written notice of said rejection, shall be removed immediately and permanently from the Site by the Contractor. Assemblies improperly installed will likewise be rejected and shall be rectified, failing which the assembly shall be removed and rebuilt by the Contractor, all to the satisfaction of the Engineer."

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B6606 DRAINAGE FOR STRUCTURES

(a) Weep holes, drainage pipes and channelling

Add the following:

"Where indicated on the drawings, the drainage pipes behind retaining walls shall be laid on a 300 mm wide by 50 mm thick mortar bed consisting of 1 part cement and five parts sand."

(c) Synthetic-fibre filter fabric

*Replace the referred **subclause "2104(a)(iii)" in the last paragraph with **subclause "B2104(a)(iii)."*****

Add the following:

"Drainage behind retaining walls and along culvert walls shall be facilitated by 325 mm and 500mm wide strips of filter elements wrapped with synthetic-fibre filter fabric in accordance with the details on the drawings. The elements shall comprise **Netlon DN1 Flownets** (or an approved equivalent) wrapped with **Grade 2** synthetic-fibre filter fabric (or an approved equivalent). The filter fabric edges shall overlap at least 75 mm and shall be secured by means of nylon thread with stitches not more than 25 mm apart."

Add the following clauses:

"B6609 SERVICE DUCTS IN BRIDGE DECKS AND APPROACH SLABS

Service ducts in bridge decks and approach slabs shall be fixed and cast into position in accordance with the requirements of **clause 6411** and the details on the drawings.

The pipes and fittings used for the construction of ducting shall be rigid uPVC pipes and fittings with flexible rubber joints that comply with the requirements of SANS 967. The duct ends shall be provided with suitable conical wooden stoppers to prevent dirt and concrete from entering the ducts. Two (2) strands of 2,5 mm diameter galvanized steel wire shall be threaded through each duct. The strands shall extend 2,0 m beyond each end and shall be firmly wedged in position with the wooden stoppers. Inspection eyes for the ducts shall be constructed in accordance with the details on the drawings.

B6610 BRICKWORK

Bricks shall be engineering bricks that comply with the requirements of SANS 227.

The limit for water absorption in the 24-hour immersion test shall be 8%.

Brickwork shall be built in English bond with a mortar consisting of one (1) part cement and six (6) parts sand, or in stretcher bond where the brickwork is 115 mm thick. It shall be well and regularly bonded without false headers. All bricks shall be unbroken, except where required as closers. Bricks shall be well wetted before laying and each brick shall be pressed into its bed to leave a finished joint not exceeding 10 mm in thickness. All joints shall be solidly filled with mortar, and joints for exposed faces shall be pointed as the work proceeds.

Pipes entering brickwork shall be thoroughly caulked into the wall and rendered with mortar.

B6611 PLASTER

When brickwork has to be plastered, all joints shall be well raked out and the brick face shall be thoroughly wetted before plaster is applied. The plaster shall not be less than 12 mm nor more than 20 mm thick. The plaster finish shall be smooth and even without visible trowel marks. The plaster shall be finished with a steel trowel. The plaster shall consist of one (1) part cement to four (4) parts approved fine sand. The plaster shall be cured for at least 48 hours.

B6612 ACCESSORIES

Accessories shall be supplied and/or manufactured and installed in accordance with the details on the drawings."

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B6608 MEASUREMENT AND PAYMENT

Item **Unit**

B66.06 Filled joints

(a) 20mm wide movement joint at approach slab sides filled with jointexmetre (m)

Add the following to the end of the second paragraph:

"The tendered rate for **subitems B66.06(a)** shall also include for water test required to prove the joint. The water shall be ponded and maintained to a minimum depth of 150 mm above the top of the joint for a period of 1 hour each. Testing should follow the installation of the various sections of joints to take advantage of the existing traffic accommodation and each test shall cover the length of each joint installed (generally half width of bridge)."

Item **Unit**

B66.08 Sealing joints with:

Add the following subitem:

"(a) Sealant (bituthene waterproofing membrane, 600mm wide).....metre (m)

The unit of measurement shall be the linear length of sealant used to cover the joints between culvert units, on the outside of the culverts and bridges. The tendered rates shall include full compensation for all materials, cost and labour to place the sealant, complete as shown on the drawings."

Item **Unit**

B66.17 End blocks

Replace the last paragraph with the following paragraph:

"The tendered rate shall include full compensation for all materials, labour, plant and other incidentals required for constructing the end blocks complete as specified excluding reinforcement and steel attachment fixtures to attach guardrails and wire ropes to end blocks. The tendered rate includes the fitting of steel attachment fixtures to the end blocks."

Item **Unit**

B66.18 Numbers for structures:

Add the following subitems:

"(c) Numbers recessed in concrete (including for painting of the rebated numbering or lettering as specified).....number

Add ", or completed marker boards provided and installed" after "numbers formed in concrete" in the first line of the first paragraph.

Add the following to the second paragraph:

"The tendered rate for **subitem B66.18(d)** shall include full compensation for providing the full marker board with post, excavations, concrete backfill and all associated material, labour and equipment required as indicated on the drawings."

Add the following items:

Item **Unit**

B66.21 Synthetic-fibre filter

(a) Non woven Grade 2 geofabricmetre (m)

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The unit of measurement shall be the linear metre of drainage strips laced behind the earth faces as shown on the drawings.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the strips as shown.

Item **Unit**
B66.27 Drainage stripsmetre (m)

The unit of measurement shall be the linear metre of drainage strips laced behind the earth faces as shown on the drawings.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the strips as shown.

Item **Unit**
B66.28 Sedimentation Control

(a) Turbidity curtainmetre (m)

The unit of measurement shall be the linear metre of turbidity curtain with the details below.

The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the curtain as shown.

Mass		g/m ²	330	ASTM D1910
Thickness	Under 2kPa	mm	2.0	ASTM D1777
Throughflow	@50mm head	mm	2.0	ASTM D1777
Tensile strength	Machine	kN/m	35	ASTM D4595
	Elongation	%	18	
	Across	kN/m	32	
	Elongation	%	10	
Penetration Load	CBR	N	640	ASTM D4833
	Elongation	%	20	
AOS	O ₉₅	µm	380	ASTM D4751

(b) Water samples tests
 Number (No.)

The unit of measurement shall be the number of additional water tests for proving the expansion joints as ordered by the Engineer. Each test shall be executed by ponding water to a minimum depth of 150 mm above the top of the joint for a period of 1 hour each. Testing should follow the installation of the various sections of joints to take advantage of the existing traffic accommodation and each test shall cover the length of each joint installed (generally half width of bridge).

The tendered rate shall include full compensation for providing the pond of water and maintaining its minimum depth of 150 mm for the full 1-hour period, and clearing away the ponding materials on completion.

C3.3: PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.

- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWS.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and sub-contractors staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.

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- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15

Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16

Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17

Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18

Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19

Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.) on completion of the day's work.

Any spill around the container(s) should be treated as per Section C.11 and C.16.

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PART D: DAYWORK

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

D1. SCOPE

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

D2. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

D3. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D4. CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

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D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

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PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tipplers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Presence of open excavations for the box culvert, manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

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- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract 2015.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **“Employer’s Agent”** where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer’s Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J ‘Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

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E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7 and the Employer's SCM Policy, and any other relevant procurement guidelines as applicable.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

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The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

- (a) Safety appointments

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No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1. INTRODUCTION

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour intensive technologies to create job opportunities. This involves the use of plant and labour, where labour is preferred and plant is used appropriately.

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.

F1.1. Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works

Requirements for the sourcing and engagement of labour.

1.1.1 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.

1.1.2. The rate of pay set for the EPWP is as per latest Department of Labour hourly rates at the times of "the commencement of the works".

1.1.3. 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.

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

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

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

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

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

Note: The Contractor shall not be required to employ NYS youth workers in terms of this contract.

F1.2. Payment for the Labour-Intensive Component of the Works

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

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Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

F1.3. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted monthly in electronic/hard copy formats:

- Certified ID copies of all locally employed labour;
- Signed Contracts between the employer and the EPWP Participants;
- Attendance Registers for the EPWP Participants;
- Proof of Payment of EPWP Employees; and
- Monthly Reporting Template as per EPWP requirements.

F1.4. Training of EPWP workers

All EPWP workers will be placed on an extensive training programme that will include:

- (a) an induction into EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g., painting, carpentry, etc.);
- (d) entrepreneurship and business skills training.

All training will be arranged by the EPWP programme manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The EPWP programme manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each EPWP worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each EPWP worker.

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 10 learners and shall comprise the following:

(a)	Lecture room (interior area)	=24 m ²
(b)	Ablutions (male)	=6 m ²
(c)	Ablutions (female)	=6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=10 off
(e)	Desk area for 10 learners (500 mm width)	=5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=3 off
(g)	Table area for trainers and management	=3 m ²
(h)	220/250 volt power points	=4 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=4 off
(j)	Single incandescent light fittings complete with 100 watt globes	=4 off
(k)	Wash hand basins complete with taps and drains	=2 off
(l)	Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	=2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=2 off
(n)	Voltage stabilizers	=2 off

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- | | | |
|-----|--|-------------------|
| (o) | Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells | =2 off |
| (p) | White boards (3 m x 1,5 m) | =1 off |
| (q) | Venetian blinds | =6 m ² |

F1.5. Contractor's obligations towards persons employed under the EPWP programme

All persons employed under the EPWP programme are to comply with 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. This document notes that the sector rates for labour do not apply to employees under the EPWP programme. Over and above implementing in accordance with 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, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP programme worker beneficiaries:

- (a) ensure that all beneficiaries receive induction on site safety prior to commencing with work on site;
- (b) ensure that all beneficiaries are covered by the Compensation for Occupational Injuries and Diseases Act, 1993 for as long as they are contracted to the Contractor, and to pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (c) implement health and safety procedures with respect to the beneficiaries, ensuring that the health and safety regulations are adhered to;
- (d) provide all beneficiaries with the necessary protective clothing and equipment as required by law for the specific trades in which the beneficiaries are involved, in addition to the overalls stipulated for EPWP workers;
- (e) assist in the assessment of beneficiaries with regards to their competencies in their respective trades;
- (f) provide overall supervision and day-to-day management of beneficiaries;
- (g) implement strict quality control to ensure that the work carried out by the beneficiaries is of the required standard, and, where necessary, to train and mentor the beneficiaries to assist them in achieving the standards required;
- (h) ensure that all beneficiaries are paid their wages on time through the pre-agreed payment method as stipulated in the beneficiary contract;
- (i) provide safe on-site storage facilities for tools and apparel issued to the beneficiaries.

F1.6. Apparel and tools for EPWP workers

The Contractor will provide each EPWP worker with two orange overalls with markings as specified in F5. EPWP BRANDING SPECIFICATION.

The Contractor shall also provide the EPWP workers with all such listed tools and apparel necessary for their on-site work, including appropriate safety apparel, as well as with safe storage facilities on site, the cost of which shall be refunded to the Contractor through the provisional sums included in the Schedule of Quantities for this purpose. The EPWP workers shall be responsible for the safe on-site storage of all tools and apparel issued to them, using the storage facilities provided on site by the Contractor.

Certain specified apparel and tools issued to the EPWP workers will become the property of the EPWP workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent.

F2. 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:

F2.1 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:

F2.1.1 Participant data

A participant list must be maintained for every project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted

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to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book, certified in the calendar year, address and contact number.
- (b) Participant profiles – nationality, gender, age, education level, language(s), government grant and disability status.
- (c) Monthly work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked. Participants cannot work more than 23 days in any given month.

F2.1.2 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.
- (c) Training register for each training course undertaken. This includes both formal and informal training such as induction, toolbox talks and on-the-job training. The training register must detail:

- Training course
- The accreditation of the course (accredited or non-accredited)
- Training provider
- ID number of participant trained
- Name and Surname of participant trained
- Gender of participant trained
- Signature of participant
- Duration of training

F2.1.3 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.

F2.1.4 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.

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(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).

(e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

The above information is to be compiled and submitted to the Employer by the 2nd of each month in addition to a completed latest revision of the EPWP reporting tool received from the Employer.

F3. PROVISION OF TRAINING

This specification covers the requirements for the provision of training to be arranged by the contractor over the period of this contract.

F3.1. Generic Training

3.1.1. The contractor shall, from the commencement of the contract, implement a structured progressive training programme for local workers who meet the minimum criteria for the training courses.

3.1.2. 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	

3.1.3. Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

3.1.4. 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; and
- (c) The numbers and details of the trainers.

Such details shall be entered on or attached to Returnable Schedule P included herein.

3.1.5. The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power;
- (b) All necessary stationery consumables and study material;
- (c) Transport of the students (as necessary);
- (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; and
- (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.

3.1.6. Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

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3.1.7. 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.

3.1.8. 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 Section C4.7 of this document.

F4. PERSONAL & OTHER PROTECTIVE EQUIPMENT (SECTIONS 8/15/23 OR THE OHS ACT)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her except 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 it is proven that the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Rehabilitation projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

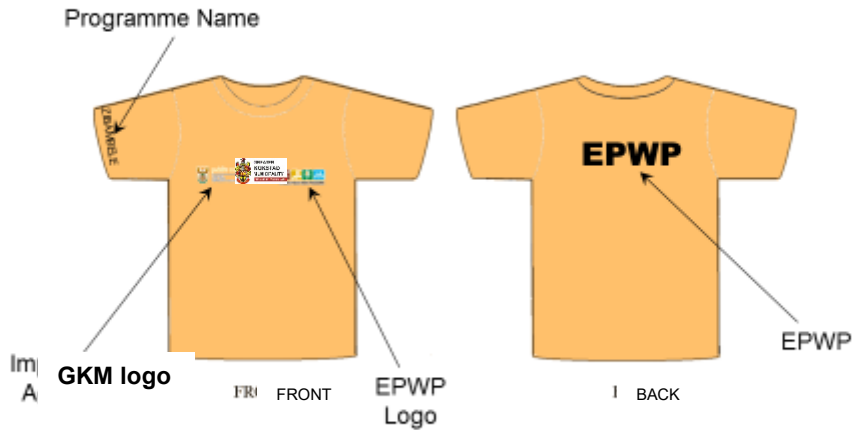
All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- 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.

F5. EPWP BRANDING SPECIFICATION

E EPWP Branding



Printing on PPE: PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position (full colour).
- GKM's Logo on the right front pocket (printed or embroidered) location (full colour).
- The height of the departmental logo (including text) shall not exceed the height of the EPWP logo (including text).
- The letters EPWP on the back of the PPE in BLACK.
- The program/project name i.e. CONSTRUCTION OF EXTENSION 7 ROADS (PHASE 2) is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works never allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

F6. MEASUREMENT AND PAYMENT

The following payment items shall be used to effect the payments for EPWP.

Item Unit

F6.01 Payments associated with the EPWP programme:

(a)	COIDA payments to the Compensation Commissioner for EPWP workers	Prov Sum
(b)	Provision for specified EPWP branding on PPE for EPWP workers	Prov Sum
(c)	Additional supervision during practical training	L/Sum

The provisional sums provided under subitems F6.01(a) and (b) shall be expended in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.01(a) shall be used to cover the cost of the COIDA payments made by the Contractor to the Compensation Commissioner for EPWP workers, all as authorised by the Employer's Agent.

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No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

The provisional sum under subitem F6.01(b) shall be used to cover all costs associated with the provision of the necessary EPWP branded PPE including safety apparel for the EPWP workers as determined in the risk assessments and as required for full duration of the contract. See F5. EPWP BRANDING SPECIFICATION.

The lump sum tendered under subitem F6.01(c) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

The Contractor shall note that no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP employees, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the other rates tendered for the various items of work scheduled throughout the Schedule of Quantities.

EXPANDED PUBLIC WORKS PROGRAMME - EMPLOYEE CONTRACT

1. THE PARTIES

This agreement is made between

The Employer.....

Represented by.....and

The Employee

Employee Identity Number:

Gender: Male or Female Age:

1.1. *This contract must be read in conjunction with the Basic Conditions of Employment as well as the Ministerial Determination 4: Expanded Public Works Programme.*

1.2. *The Employer hereby appoints the Employee to work on the project:*

EPWP Project No:

Project Name:

1.3. *The Employee is appointed as a: and will be paid by the Employer: R_____ for every day task properly completed to the satisfaction of the Employer.*

1.4. *The Employee shall be paid by _____ for day tasks completed properly between _____ and _____.*

2. OBLIGATIONS OF EMPLOYEE

2.1. The Employee is required to carry out the work assigned by the Employer/his representative carefully, properly and within the required time for the tasks assigned, and will only be paid for completed day tasks and not on a daily wage;

2.2. The Employee is required to abide by the decisions of the Employer at all time; and

2.3. Notwithstanding the date of signature of this contract the employment relationship is deemed to have commenced on _____ and shall continue until the completion of this contract _____ OR OTHERWISE STATED.

3. POOR WORKMANSHIP

3.1. Should the quality of the work produced by the Employee be considered to be poor by the Employer/representative, then the Employer will not pay the Employee for the work done until the Employee has completed the work to his/her satisfaction.

4. OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall pay the Employee for all work assigned to the Employee which is completed satisfactorily and shall provide the Employee with the necessary tools, materials and training for the Employee to carry out the assigned work.

5. TERMINATION OF CONTRACT

5.1. The employer may terminate the employment of an Employee for good cause after following a fair procedure.

5.2. The Employer may terminate this agreement at its sole discretion in the following circumstances:

- a) If funding for the project is stopped for whatever reason;
- b) If the Employee continues to provide poor workmanship after being issued on warning in writing to rectify poor workmanship;
- c) If the Employee refuses to carry out the work assigned by the Employer/representative;
- d) If the Employee is drunk or disorderly or troublesome at work on the project;
- e) If the Employee is found to have stolen tools or materials from the project;
- f) If the Employee is absent from work without permission or good reason for more than three successive days.
- g) If an Employee does not attend required training events, without good reason.

5.3. A worker will not receive severance pay upon termination.

6. SETTLING OF DISPUTES

6.1. Any dispute or claim arising out of this agreement, which cannot be settled between the parties, shall be referred, without legal representation, to the Project Programme Manager for resolution. The Project Programme Manager shall investigate the dispute and shall decide fairly on the matter. The parties shall

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comply with the decision of the Programme Manager with respect to settlement of the dispute. Should either party fail to comply with the decision of the Programme Manager, the Programme Manager may take whatever measures he/she considers necessary to enforce compliance, including inter alia withholding further funding to the project until such time as compliance has occurred.

7. MEAL BREAKS

- 7.1. An Employee may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 7.2. An employer and Employee may agree on longer meal breaks.
- 7.3. An Employee may not work during a meal break. However, an employer may require an Employee to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Employee. An employer must take reasonable steps to ensure that an Employee is relieved of his or her duties during the meal break.
- 7.4. An Employee is not entitled to payment for the period of a meal break. However, an Employee who is paid on the basis of time worked must be paid if the Employee is required to work or to be available for work during the meal break.

8. DAILY REST PERIOD

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

9. WEEKLY REST PERIOD

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

10. KEEPING RECORDS

- 10.1. The Employee must provide to the Employer the following:
 - 10.1.1. Certified copy of ID
 - 10.1.2. Signed contract
 - 10.1.3. Standard ID picture
 - 10.1.4. Banking details corresponding to the details on the ID document

11. PAYMENT

- 11.1. Wages paid to the Employee will be deposited into the Employee's bank account. Cash payments will not be made.
- 11.2. The Employee will only be paid for tasks that have been completed.
- 11.3. The Employee will be paid within five weeks of the work being completed and the work having been approved by the manager.
- 11.4. An Employee will be entitled to payment only if he/she completes the assigned task to the satisfaction of the employer's site representative.
- 11.5. Employees given due notice of inclement weather will not be paid.
- 11.6. Employees will be paid if inclement weather forces work to stop while on site.
- 11.7. The Employee will be provided with the following information in writing –
 - 11.7.1. The period for which payment is made;
 - 11.7.2. The numbers of tasks completed or hours worked;
 - 11.7.3. The Employee's earnings;
 - 11.7.4. Any money deducted from the payment;
 - 11.7.5. The actual amount paid to the Employee.
- 11.8. The quantity of task rate will vary from depending on the type of activity to be performed. The Employee will be informed at the beginning of each task or group of tasks how much to be completed as a daily task work (individual or group of tasks).
- 11.9. If an Employee's employment is terminated, the employer must pay all monies owing to that Employee within one month of the termination of employment.

12. DEDUCTIONS

- 12.1. An employer may not deduct money from an Employee's payment unless the deduction is required in terms of a law.

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- 12.2. An employer must deduct and pay to the SA Revenue Services any income tax that the Employee is required to pay.
- 12.3. An employer who deducts money from an Employee'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.
- 12.4. An employer may not require or allow an Employee to
 - 12.4.1. Repay any payment except an overpayment previously made by the employer by mistake;
 - 12.4.2. State that the Employee received a greater amount of money than the employer actually paid to the Employee; or
 - 12.4.3. Pay the employer any other person for having been employed.

13. HEALTH AND SAFETY

- 13.1. The employer will take all reasonable steps to ensure that the working environment is healthy and safe.
- 13.2. An Employee must:
 - 13.2.1. Work in a way that does not endanger his/her health and safety or that of any other person;
 - 13.2.2. Obey any health and safety instruction;
 - 13.2.3. Obey all health and safety rules of the EPWP;
 - 13.2.4. Use any personal protective equipment or clothing issued by the employer;
 - 13.2.5. Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

14. COMPENSATION FOR INJURIES AND DISEASES

- 14.1. It is the responsibility of the employer to arrange for all persons employed on EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 14.2. An Employee must report any work-related injury or occupational disease to the employer or designated representative.
- 14.3. The employer must report the accident or disease to the Compensation Commissioner.
- 14.4. The employer will pay an Employee who is unable to work because of any 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.

15. CERTIFICATE OF SERVICE

- 15.1. On termination of employment, an Employee is entitled to a certificate stating:
 - 15.1.1. The Employee's full name;
 - 15.1.2. The name and address of the employer;
 - 15.1.3. The EPWP on which the Employee worked;
 - 15.1.4. The work performed by the Employee;
 - 15.1.5. Any training received by the Employee as part of the EPWP;
 - 15.1.6. Any other information agreed on by the employer and Employee.

In addition to the above conditions all the terms and conditions of employment on EPWP and the Basic Conditions of Employment apply to your employment as well. If you are found in breach of any of these terms you contract may be terminated.

16. SIGNATURES

Signed on this day of

Employer: Date:

Employee: Date:

Witness: Date:

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Annexure A: Form - Participant Details

Participant details must be filled out and attached to contract with certified copy of ID
This form must be used to complete the latest EPWP reporting template obtained from the Employer.

Field	Response																																								
First Name on certified ID document																																									
Initials on certified ID document																																									
Surname on certified ID document																																									
ID number on certified ID document																																									
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The contractor must note the target local labour area and provide preference to participants in close proximity to the project		
Nationality	RSA	Non-RSA
If non-RSA, provide details		
Work Permit number		
Country of origin		
Number of people in Household		
Number of Dependents in Household		
Number of Children attending school		

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PART G: SMALL CONTRACTOR DEVELOPMENT

G1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

In terms of this contract, the Contractor shall effect such development by subcontracting portions of the Works to Targeted Enterprises (as defined in clause G1002(a) below) such that the combined accumulated monetary value of the work undertaken and achieved by such Targeted Enterprises equals or exceeds the monetary value of the target set by the Employer for such work.

G1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

Project Management Team (PMT)

A team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE to 3CE and which is also registered by the CIDB as Potentially Emerging (PE).

The CPG scope in terms of Part G of this contract has been reserved for execution using only the following prescribed numbers of Targeted Enterprises registered with the CIDB in each of the contractor grading designations indicated:

- Grade 1CE PE (3 x Targeted Enterprise subcontractors prescribed)
- Grade 2CE PE (2 x Targeted Enterprise subcontractors prescribed)
- Grade 3CE PE (1 x Targeted Enterprise subcontractors prescribed)

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No. 1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

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G1003 CONTRACT PARTICIPATION

(a) Objective

Government's objective for this contract in terms of its broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer Implements Government's objectives. The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities. The target rand value will be measured as that specified target percentage of the Contractor's final certified value of work completed (excluding CPA and VAT) measured at the date of issue of the Certificate of Completion. The Contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$CPG = \text{final contract value (excluding CPA and VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises})$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

The value of the Provisional Sums scheduled under item G10.02 of Part G of the schedule of quantities shall not necessarily make up the full value of the works required to meet the CPG target set by the Employer. It is the Contractor's responsibility to assess the work required to meet the CPG target and, if necessary, to engage Targeted Enterprises to execute work on the main contract as well to ensure that the CPG target is achieved.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$CPP = \text{total value (excluding CPA and VAT) of contribution by Targeted Enterprises}$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

Penalty = 5% of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)

= 5% of (CPG – CPP)

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

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(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record keeping and Portfolio of Evidence

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract.

The Contractor shall keep comprehensive records of the training given to each trainee and, at the successful completion of each training course, each trainee shall be issued with a certificate indicating the course content as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Employer's Agent.

The Contractor is also required to develop and/or maintain a portfolio of evidence for each Targeted Enterprise as described in clause G1009.8 below.

G1004 TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

The Contractor shall refer to the schedule of quantities contained in these Particular Specifications and to any other construction activities required to execute the Works in terms of this contract to determine how he intends to unbundle or package specific subcontracts for Targeted Enterprises and shall present his proposal to the Employer or its agent for approval.

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprises.

It shall be a condition of tender that the subcontractors appointed as Targeted Enterprises are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE to 3CE and are also registered by the CIDB as Potentially Emerging (PE).

It shall also be a condition of tender that Targeted Enterprises shall include in their tender submission the following documentation:

1. Valid letter of good standing from the Department of Labour.
2. A tax compliance status report.
3. A BEE verification certificate
4. Bank account details certified by the bank.
5. Certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender.

The tender documents shall also contain the proposed subcontract agreement, which shall also include for:

- (a) An entitlement of the subcontractor to receive such training as is contemplated in this contract.
- (b) An obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract.
- (c) The allowable sources from which workers may be drawn in terms of the contract.
- (d) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract.
- (e) The training to be provided to the temporary workforce.
- (f) The terms and conditions relating to payment of the Targeted Enterprise subcontractor.

G1005 PROJECT MANAGEMENT TEAM (pmt)

(a) Appointment

A Project Management Team (PMT) is to be set up comprising a representative from each of the Employer, the Employer's Agent and the Contractor.

(b) Duties and functions of the PMT

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The duties and functions of the PMT are as follows:

- (i) determine the scope and extent of the works to be included in any particular subcontract;
- (ii) determine the target tender price according to the scope of work, and adjust the target rates where relevant;
- (iii) monitor the management of the tender process for the subcontracts to be executed by the Targeted Enterprises;
- (iv) adjudicate and approve tenders for Targeted Enterprise subcontracts;
- (v) monitor the management of the subcontracts involving Targeted Enterprises;
- (vi) monitor the training, mentoring and development of Targeted Enterprises.

G1006 general responsibilities of the contractor towards TARGETED ENTERPRISE SUBCONTRACTORS

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that the Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (iv) ensure that the contract participation goals and objectives are achieved.

G1007 management of targeted enterprise subcontracts

The Contractor shall conclude the subcontract agreements and provide the necessary management support to the Targeted Enterprise subcontractors. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

G1007.1 Compilation of Subcontract conclusion agreement

- (a) The Contractor in liaison with the PMT shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of subclause 4.4 of the General Conditions of Contract for Construction Works 3rd Edition 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.
- (b) The terms and conditions of the subcontract agreement shall also specify the following:
 - (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
 - (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
 - (v) the training to be provided to the temporary workforce; and
 - (vi) the terms and conditions relating to payment of the Targeted Enterprise subcontractor.

G1007.2 Quality of work and performance of the subcontractor

(a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.

(b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted

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Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

G1007.3 Dispute avoidance and resolution procedures

(a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken.

(b) If the subcontractor, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- (i) acceptable standard of work as set out in the specifications;
- (ii) progress in accordance with the time constraints in the subcontractor's tender document;
- (iii) punctual and full payment of the workforce and suppliers;
- (iv) site safety; and
- (v) accommodation of traffic.

(c) The subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the subcontractor to comply with deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the PMT is satisfied that the Contractor has made every effort to correct the performance of the subcontractor.

(d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to be have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

G1008 specific work to be carried out by targeted enterprise subcontractors

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprises in order to assist the Contractor in achieving his CPG:

1. Accommodation of Traffic
2. Clearing and grubbing.
3. Construction and clearing of drains.
4. Installation of prefabricated culverts including inlet and outlet structures.
5. Concrete channelling and concrete linings for open drains.
6. Mass Earthworks
7. Pavement Layerworks
8. Breaking up and stockpiling of Existing Pavement Layers
9. Surfacing
10. Pitching, stonework and protection against erosion.
11. Construction of gabions, as applicable and determined on site.
12. Erection of guardrails, as applicable and determined on site.
13. Erection of road signs.
14. Road Marking
15. Landscaping.
16. Finishing the road and road reserve.
17. Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprises is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises on other aspects of the main contract work in order to achieve his CPG.

G1009 training, coaching, guidance and mentoring

G1009.1 Obligations

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This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour that show initiative, as well as to improve their specific task skills (engineering skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprise subcontractors as far as their potential allows.

G1009.2 Definitions

(a) Training:

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

(b) Coaching:

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of "watch-do-correct-practice". The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practise the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to "fit-the-mould", and to do things the same way and to the same standard as the coach.

(c) Guidance:

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

(d) Mentoring:

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a

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person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one's company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own "mould".

(e) Supervision:

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather on what work has to be performed, and usually has specific time frames.

G1009.3 Assessment of Targeted Enterprise potential

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise subcontractor in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion at the first Project Management Team meeting following the appointment of the Targeted Enterprise.

G1009.4 Development Plan

Within a month of the first PMT meeting on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the PMT for appropriateness before being implemented.

The development plan is to include the following:

- specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;
- the level to which that activity will be developed within the period of the contract;
- whether training, coaching, guidance and/or mentoring is to be given in each activity;
- the person/s responsible for each activity.

G1009.5 Identification and general training of potential Targeted Enterprises

(a) The progression of training, coaching and mentorship may need to start with the identification and general training of potential Targeted Enterprises and hired labour that show initiative, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.

(b) Before commencing with any structured training the Contractor shall submit his intended programme to the Project Management Team for approval of its subject content and proposed trainers, and the Contractor shall, if so instructed by the PMT, alter or amend the programme and/or course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility as specified in this Part G;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

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Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this Part G.

G1009.7 Activities

The tasks for each of the activities making up the development plan are described below in further detail.

G1009.7.1 Technical

G1009.7.1(a) Technical Administrative Functions

General Tasks

(i) Understanding and interpreting drawings:

On Roadwork Construction Contracts, the reading of drawings is required at high levels of Targeted Enterprise development. The relevant drawings that would need to be understood include all relevant roadwork and concrete brick wall details for construction. Understanding and interpreting drawings includes the following:

- Understanding the cross referencing to drawings from the contract documents and the bill of quantities;
- Understanding the layout of the drawings;
- Understanding the plan view and elevations and cross sections;
- How to interpret, accurately lay out and construct the details.

(ii) Setting out construction works:

This skill requires an understanding of the function and use of instruments such as the dumpy level, the theodolite, and procedures such as stringing a line.

(iii) Technical know-how of all relevant Roadwork construction activities, and typically includes:

- Traffic control/safety precautions;
- Environmental management;
- Clearing and grubbing;
- Excavations and backfilling;
- Pre-cast and in-situ cast concrete works (including reinforcing where applicable);
- Storm water channelling and catch pits / chutes;
- Mass earthworks and pavement layers;
- Asphalt paving;
- Concrete block paving;
- Concrete brick laying;
- Plastering and bag washing;
- Guardrails;
- Fencing;
- Finishing up and tidying of works.

The development plans shall maximise the exposure of each Targeted Enterprise to as many activities as is practicable.

(iv) Task organization:

This activity involves the correct supervision of labour and organisation of tasks to ensure that labour is utilised most effectively. This includes the following:

- Allocation of the appropriate number of people for the task;
- Availability on site of the correct type and amount of material and equipment at the point of use;
- Planning tasks ahead so that labour does not stand around waiting.

(v) Task prioritization:

Task prioritization must cover an understanding of critical paths, including identifying which tasks can be postponed and which are urgent. It includes planning and monitoring so that time targets are achieved. It must also cover gaining an understanding of the penalties applicable to late completion of tasks.

(vi) Work schedule:

This is the ability to produce daily work plans and will assist with task organization. Daily work plans need to be developed into weekly and monthly work plans and vice versa. These plans assist in material ordering, plant scheduling, labour allocation, timeous completion of the work, and keeping track of profits/losses.

(vii) Effectiveness:

Effectiveness is ensuring that a job gets done right, or properly.
Effectiveness is doing the right things.

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(viii) Efficiency:

Efficiency is ensuring that the job is done with the least effort and cost possible.
Efficiency is doing things right.

(ix) Quality control:

Quality control requires knowledge of specifications and tolerances and ensuring that the work adheres to these, as well as understanding the requirements of the Employer.

(x) Measuring work done for payment certificates:

This is the ability to measure actual work done and to translate these measurements into a payment certificate. Knowledge must be gained of how to calculate escalation, how to claim for VOs and how to handle other claims.

(xi) Site meetings:

Knowledge needs to be gained of the following:

- The importance of site meetings;
- Identifying the relevant personnel to attend site meetings;
- Preparing for a site meeting;
- Understanding progress reports including why they are important and how to prepare them;
- Recording issues discussed at the meeting;
- Implementing and follow through of issues recorded;
- Understanding the process of the meeting and when to bring up various concerns is needed.

(xii) Handling site instructions and VOs:

This is the ability to distinguish between site instructions and variation orders and how to respond to such instructions.

Materials Tasks

(xiii) Materials planning:

This includes the following:

- Determining the quantity of materials required for each task and planning ordering;
- Determine appropriate lead times to ensure that everything required to do a job is on hand;
- Quantity take-offs for pricing a bill at higher levels of development.

(xiv) Receiving, storing and handling materials:

Receiving includes checking materials delivered against the delivery note and the order placed. Storage involves knowing what quantities and type of materials to store, planning accessibility, and safety of materials from theft, the weather, etc. Handling of materials needs to be carried out to ensure no wastage or damage.

(xv) Waste control:

This includes the importance of waste control to reduce costs and the management of reducing waste of materials in storage and in use.

(xvi) The handling/installation of precast units:

Knowledge of precast units, handling and installation must be gained.

Equipment Tasks

(xvii) Machine Analysis:

This is the analysis of the use of equipment. It includes calculating fuel and hourly costs. This will enhance an understanding of the effective use of equipment, how to reduce costs and provide a background for pricing of equipment for tenders.

(xviii) Maintenance Schedule:

This covers the importance of maintenance of equipment and how to schedule this so that there is minimal disruption in day-to-day work.

(xix) Appropriate and correct use of tools and equipment:

Provide coaching on the correct use of tools and equipment.

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(xx) Care of tools and equipment:

Care of tools and equipment includes the proper handling, cleaning, storage, stacking, etc.

The coaches of the above listed activities are generally the Foreman, Site Clerk, Mechanic, Construction Manager, Plant Manager or Contracts Manager.

G1009.7.1(b) Technical Management Functions

General Tasks

(i) Site set-up:

This involves gaining an understanding of site set-up procedures and principles, including establishing a site office and facilities, providing access to the site, initial layout of the works, storage facilities, security, etc.

(ii) Construction program / work plan:

Knowledge of how to develop a construction program / work plan, monitor and assess the production, and correct the programme where necessary.

(iii) Understanding tests:

Understanding what tests are required, reading and interpreting results relating to specifications and quality, and how to make the corrections required.

(iv) Productivity:

Recording productivity and understanding the principles. Knowing where to make corrections and how to implement solutions.

Material Tasks

(v) Materials schedule:

This involves gaining knowledge of how to develop a materials schedule from a Bill of Quantities, the Drawings and any other relevant contractual document. It also includes linking the works program to an ordering schedule, and sourcing of suitable materials.

Equipment

(vi) Determine appropriate levels of equipment:

The determination of the appropriate type and number of tools, and equipment required.

(vii) Proper use of equipment:

This is gaining knowledge, understanding and competency in the proper use of equipment.

(viii) Productivity of equipment:

The productivity of equipment must be understood to know how this affects his ability to perform.

(ix) Allocation of equipment:

This involves the ability to competently allocate equipment to the various tasks.

(x) Waste control:

Waste control is an essential aspect of running a site well and making a profit. The principles of this, together with the practical ways to control waste need to be understood.

The coach/mentor of these activities is generally the Construction Manager, Contracts Manager, or Equipment Supplier.

G1009.7.2 Financial

G1009.7.2(a) Financial Administrative Functions

(i) Basic Finance:

This includes knowledge of the definition and difference between debtors and creditors as well as gaining competency in basic bookkeeping. Knowledge of keeping and managing accounts and other financial documents also needs to be developed. A basic financial course may be appropriate to develop in this area.

(ii) Bank account:

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The opening of a bank account, making deposits, the difference between stop-orders and debit-orders, overdraft facilities and generally managing a bank account needs to be understood. This can also be done through a course, and/or with a supportive bank manager, and/or with the appointed coach/mentor.

(iii) Orders and systems:

This will require the setting up of systems and procedures that will take into consideration delivery lead-times, non-availability of items, alternate sources, preparation of storage areas ready for delivery, and the area/volume of storage space.

(iv) Invoices:

The development of systems within the Targeted Enterprise entity that will check materials received versus what was ordered, check quantities delivered, and check actual prices paid against quotes/tender prices.

(v) Stock Control:

The importance of controlling stock needs to be understood. Systems to implement stock control need to be imparted.

(vi) Payroll:

This involves the establishment of a payroll system within the Targeted Enterprise entity. This could include developing an internal system, outsourcing the payroll or learning a commercially acquired payroll system. The system needs to record days worked, pay rate, legal deductions and a leave register.

(vii) Legal requirements:

The financial requirements of legal obligations of companies must be imparted to the Targeted Enterprise subcontractor. This includes payment of company tax, VAT (Value Added Tax), Skills Development Levy (SDL), Work Unemployment Insurance Fund (UIF), Workman's' Compensation (WC), and any applicable municipal levies as well as the applicable minimum wages for the area (also refer below to G1009.7.5 Legislative).

(viii) Payment certificates:

This includes the compilation and submission of a payment certificate. As well as knowing how to determine work done to date, how to present it in terms of the Bill of Quantities, and how to claim for materials on site.

G1009.7.2(b) Financial Management Functions

(i) Claims and VOs:

The following types of claims may be applicable: Claims for additional work done, inclement weather, etc., claims for Variation Orders implemented. Understanding claims includes knowing when a claim can be submitted, the procedure and paperwork for the submission of a claim and which claims are worth pursuing.

(ii) Cash Flow:

The concept of cash flow, as well as the development of cash flow projections and the monitoring of the cash flow are vital aspects of running a business. Included under this topic is knowing how long it takes from placing an order for material until payment is due, and time lags between ordering materials and using the materials and receiving payment for work done. The concept of sufficient working capital also needs to be imparted.

(iii) Costing System:

Costing systems must be set up and understood. Aspects include capturing costs, monitoring profit, analysing costs and using this information to determine productivity levels.

(iv) Tendering:

A knowledge is required of how to build up rates, how to obtain prices, how to negotiate better discounts, how to be creative to achieve the desired result more cost effectively, how to calculate and accommodate P&Gs, and what Provisional Sums are and how they are handled.

(v) Budgeting:

The difference between tendering and budgeting must be understood as well as gaining skills on how to develop a budget. Knowledge of how to monitor actual expenses against budgeted expenses, how to analyse the differences, and the value budgeting is needed.

(vi) Risk assessment:

This involves learning how to assess the financial risks associated with the job in terms of his performance and profitability and the management of these risks. This becomes increasingly important as the Targeted Enterprise grows.

(vii) Insurance:

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This includes an understanding of why insurance is required, how to obtain insurance, the benefits and costs, insurance providers and what can be claimed from different types of insurance. The different types of insurance to be included are Short term insurance, Public Liability and Contractors All Risk insurance.

(viii) Interest Rates:

Interest Rates can have a dramatic impact on the profit margins. Therefore an understanding must be gained of what interest rates are, how they impact on profit margins, how to cater for fluctuating interest rates in preparing a tender, and how to find and/or negotiate the best interest rates.

(ix) Bridging Finance:

This includes understanding what bridging finance is and the different forms of bridging finance. Guidance should be given on when bridging finance should be used, where it can be obtained, what securities are needed, and how to go about securing funds.

(x) Sureties:

This involves understanding what Sureties are, why and when they are needed, how they can be obtained, what they cost and how they can be redeemed.

(xi) Procurement of Plant and Equipment:

The difference between purchasing, leasing, hire purchase and hiring plant needs to be understood. Also included is gaining knowledge of all aspects of these options as well as the benefits and implications for the business for each option.

(xii) Procurement:

Procurement of materials includes sourcing suppliers, getting quotes, placing an order and negotiating discounts. The managing contractor can assist in introducing higher level Targeted Enterprises to the relevant materials suppliers.

(xiii) Subcontract:

At the lower levels, this will involve the Targeted Enterprise understanding the subcontract agreement between himself and the managing contractor and the obligations of this document. With a Targeted Enterprise operating at a higher level, this will include sourcing other subcontractors, as well as interpreting the tender/quote, adjudication and awarding of subcontracts.

(xiv) Productivity:

This includes taking production rates and translating them into financial terms to help build up rates for tendering and to monitor profit margins.

The coach and/or mentor for these functions are typically the Bookkeeper, Site Clerk, Foreman, Construction Manager, Contracts Manager, Accountant, Estimator and Buyer.

G1009.7.3 Human Resources

G1009.7.3.(a) Human Resource Administrative Functions

(i) Labour Supervision:

This involves the supervising of labour effectively. This includes knowing the level of competencies of labour, being able to motivate workers to ensure that productivity levels are achieved and maintained. It also includes the allocation of tasks to labour.

(ii) Team Sizes:

This is ensuring the size of the work team is appropriate for the matching activity and understanding that teams that are too large are unproductive and teams that are too small are not effective.

(iii) Productivity:

The principles of productivity and how it is best achieved for various tasks is to be understood and applied. It also involves being able to determine realistic productivity levels, such as square metres of grass cut with a machine per hour, length of guardrail installed per day, etc.

(iv) Time sheet:

A system of time sheets which accurately records the time each employee spends on the job needs to be in place.

(v) Leave Registers:

A system for recording leave needs to be in place, which includes the dates that leave was taken, what type of leave it was and whether the employee qualifies for paid or unpaid leave in terms of legislation.

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(vi) Employee records:

This involves knowing and complying with legislation for conditions of employment. Employment contracts must be in place for all labour employed and a formal system of keeping employee records must be established. Employee records must be in line with legislation including recording of employee details and copies of identification documents, termination of service procedures, certificates of service etc.

(vii) Disciplinary procedure:

Knowledge of the legal aspects of Disciplinary procedures is essential. The ability to set up these procedures, and ensure that all staff understand and adhere to them is required. Warning systems must include records of verbal warnings, warning forms, disciplinary hearings, dispute resolutions and termination procedures.

(viii) Training:

This involves understanding the concept of the Skills Development Levy, and how to claim from CETA for training provided. Service Providers have CETA funded Skills Facilitators available to assist Targeted Enterprises in identifying training needs and compiling work place skills plans (WPSP) at no cost to the Targeted Enterprise. An understanding of the importance of providing training for staff with regards to AIDS awareness, Safety, Productivity, Development and Accountability is essential.

(ix) Community Liaison:

The management and importance of Community Liaison must be understood.

G1009.7.3(b) Human Resource Management Functions

(i) Labour recruitment:

Employment of labour with the appropriate skills is essential. Therefore sourcing of appropriate labour and knowledge of how to assess the range of skills and level of competency in potential employees needs to be gained.

(ii) Labour allocation:

Allocation of labour is a skill that needs continual refining. It requires knowing the specific strengths of staff employed, the numbers of labourers and level of skill required for specific tasks, as well as being able to build effective cohesive teams that understand their roles without continual supervision.

(iii) Labour schedules / planning:

This involves learning how to compile labour schedules from the works program and the consequent allocation of staff to the work planned.

(iv) Histogram / manpower plan:

A manpower plan includes establishing how many people are needed on the job at what times. This is an important skill even at the most elementary level. As the Targeted Enterprise develops, the management of moving people from site to site in such a way that there are neither too many nor too few labourers and/or supervision becomes an important skill to obtain.

(v) Management of supervision:

This activity involves understanding the principles of supervision, and how to effectively manage to ensure that these principles are applied and/or developed by the appointed supervisor.

(vi) Productivity:

Productivity applies to labour as well as tasks and plant. Skills must be developed on how to determine appropriate levels of labour productivity and how to ensure that staff achieves these levels.

(vii) Labour Law:

A basic understanding of labour legislation, specifically Labour Relations Act (LRA), and Basic Conditions of Employment Act (BCEA), Employment Contracts, and Termination of Service is essential as well as an understanding of the implications of these laws on business.

(viii) Accountability systems:

This requires that accountability systems are developed and implemented for supervisory staff.

Coaching, guidance and mentoring on the above listed functions are typically undertaken by the Foreman, Construction Manager, Site Clerk, HR Manager, Trainer and Contracts Manager.

G1009.7.4 Contractual

G1009.7.4(a) Contractual Administrative Functions

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(i) Relationships and communication:

This involves the development and maintenance of good relationships and the establishment of good communication systems within the Targeted Enterprise business. This includes communication between the Targeted Enterprise and the other role players such as the Managing contractor, the Employer's Agent and the Employer. An understanding of the importance of good communication is also important. Good communication starts with the right attitude, and involves listening as well as talking. It is also listening to what is not being said. Allowances need to be made for differences in culture and economic backgrounds.

(ii) Setting up contractual administration requirement (systems):

Contractual administration systems need to be established and implemented. This includes the use and importance of site dairies and keeping rainfall/weather records, as well as developing progress reports.

(iii) Implementing EMP:

This activity involves understanding the design and implementation of an Environmental Management Plan.

G1009.7.4(b) Contractual Management Functions

(i) Contract Law:

Knowing and understanding the content and implications (including costs) of the Conditions of Contract and the Specifications that will be required. This will include understanding the content and implications of penalty clauses.

(ii) Risk Assessment:

This activity involves being able to assess the contractual risks associated with the contract both in terms of performance and in terms of the risks associated with the Employer.

(iii) Managing Contract Administration:

Managing Contract Administration ensures that all the required reports, such as accident reports and progress reports are completed and submitted.

(iv) Administration of subcontractors:

Identification and separation of the responsibilities of the managing contractor from the responsibilities of the subcontractors needs to be understood and applied. The management of subcontractors to ensure that contractual obligations are met is essential knowledge to be gained by higher level Targeted Enterprises.

(v) Subcontractor agreements:

Understanding the contents of the subcontract agreement between the Targeted Enterprise and the contractor is an important skill to be learnt.

(vi) Disputes:

This activity involves understanding the procedures used in handling disputes or disagreements with the Contractor and/or the Employer.

The Contracts Manager and Construction Manager would normally be involved in this function.

G1009.7.5 Legislative

G1009.7.5(a) Legislative Administrative Functions

(i) Legal Registrations:

The legal requirements for registration of companies must be imparted to the Targeted Enterprise subcontractor. This includes company tax, VAT (Value Added Tax), PAYE, Skills Development Levy (SDL), Unemployment Insurance Fund (UIF), Workman's Compensation (WC), and any applicable municipal levies. An understanding of what each registration is, what benefits he gets from being registered, and how to register must be developed.

G1009.7.5(b) Legislative Management Functions

(i) Labour Law:

Knowledge of the labour legislation and the implications for the business is required. This includes Skills Development Levy (SDL), Work Place Skills Plans (WPSP), Unemployment Insurance Fund (UIF), Workman's Compensation (WC), Labour Relations Act (LRA), Basic Conditions of Employment Act (BCEA), and the applicable minimum wages for the area.

(ii) OHS Act:

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All aspects of the OHS Act (dealing with safety and health) and the implications must be understood. A safety officer who has the appropriate level of understanding and knowledge must be appointed within each Targeted Enterprise.

(iii) Environmental Management Plan:

An environmental management plan needs to be submitted regarding how the environment will be managed for the duration of the contract, and what restoration will take place at the end of the contract. An understanding of the importance and content of this plan must be gained.

(iv) Adjudication/Arbitration:

This activity involves knowing what legal recourse is available when disputes/disagreements are not resolved. This knowledge must include the processes to be followed and where to go to implement proceedings.

These functions will generally require the input of the company lawyer, company accountant, HR manager, Health and Safety Specialist, and Environmental Specialist.

G1009.7.6 General

G1009.7.6(a) Administrative Functions

(i) Filing systems:

This activity includes establishing company filing systems that are efficient and effective. It also includes knowing the importance of filing, what must be filed and how it should be filed.

(ii) Office set-out:

Knowledge of the layout of the site office buildings position and the organisation of the offices and systems within the buildings is to be imparted.

(iii) Record keeping:

This activity involves developing knowledge of what records need to be kept and how best to keep them.

(vi) Good housekeeping:

Good housekeeping is about developing a work approach of keeping the site tidy, cleaning putting away tools and working in an orderly way. Developing good housekeeping assists a company in working efficiently and improving profit margins.

(v) Communications with staff:

The importance of good communication with staff needs to be understood as well as the effects of good relations with the staff in terms of loyalty and productivity. An understanding must also be gained that good communication enhances supervision and management of the work.

(vi) Communications on site:

This activity involves establishing communication systems between the site and the office and understanding that effective communication on site leads to good relations and contributes to the smooth running of the site.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions.

G1009.8 Portfolio of Evidence

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the property of the Targeted Enterprise and they take it with them to their next contract.

The Portfolio of Evidence should include the following documentation:

- The development path designed for each Targeted Enterprise;
- The training courses completed by the Targeted Enterprise;
- The hours of guiding, coaching and mentoring received for each activity listed in the development plan;
- A list of outcomes achieved at each level for each activity;
- Six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise;

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- A list of competencies.

G1009.9 Training Requirements

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

G1009.10 Development training

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- NQF Level 2: Construction Contractor - Business owner and administration officer;
- Tender training NQF Level 3 – Business owner / Technical expert;
- Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- General bookkeeping relevant to construction - Business owner and admin officer;
- Tendering NQF Level 4 and 5 – Business owner / Technical expert;
- Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

G1009.11 Safety Training

The Targeted Enterprise safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on their responsibilities regarding safety regulations.

G1009.12 Engineering skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Engineering skills training will only be approved by the PMT when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured engineering skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal engineering skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or reos.

G1009.13 Training venue facility

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The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²	
(b)	Ablutions (male)	=	6 m ²	
(c)	Ablutions (female)	=	6 m ²	
(d)	Chairs for learners (individual chairs, with backs)	=	25 off	
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²	
(f)	Chairs for trainers and management (individual chairs, with backs)	=		5 off
(g)	Table area for trainers and management	=	3 m ²	
(h)	220/250 volt power points	=	6 off	
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=		6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=		4 off
(k)	Wash hand basins complete with taps and drains	=	4 off	
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off	
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off	
(n)	Voltage stabilizers	=	2 off	
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off	
(p)	White boards (3 m x 1,5 m)	=	1 off	
(q)	Venetian blinds	=	12 m ²	

G1010 measurement and payment**Item Unit****G10.01 Procurement of Targeted Enterprise subcontractors as described in Part G:**

(a) Contractor's charge for the management and execution of the Targeted Enterprise procurement process:

(i) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 1CE PE Targeted Enterprise subcontractors (4 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(ii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 2CE PE Targeted Enterprise subcontractors (3 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(iii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 3CE PE Targeted Enterprise subcontractors (2 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(iv) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 4CE PE Targeted Enterprise subcontractors (1 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

(v) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 5CE PE Targeted Enterprise subcontractors (1 x individual tenders prescribed, 40 copies of the tender document required for each individual tender) Prov. Sum

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Part G.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PMT, for the

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award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

Item	Unit
G10.02	Construction Works for Targeted Enterprises:
(a)	Payments associated with the construction Works carried out by Targeted Enterprise subcontractors appointed in terms of Part G PC sum (PC Sum)
(b)	Handling costs and profit in respect of subitem G10.02(a) above percentage (%)
(c)	Supply of materials and small plant to assist Targeted Enterprise subcontractors appointed in terms of Part G provisional sum (Prov. Sum)
(d)	Handling costs and profit in respect of subitem G10.02(c) above percentage (%)
(e)	Contractor's charge for the management of the Targeted Enterprise subcontractors appointed in terms of Part G lump sum (Sum)

Expenditure under subitems G10.02(a) and (c) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3rd Edition 2015.

The provisional sum for subitem G10.02(a) is provided to cover the total cost of the construction Works carried out by the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(b) is the percentage of the amount actually spent under subitem G10.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction Works carried out by the Targeted Enterprise subcontractors.

The provisional sum for subitem G10.02(c) is provided to cover the total cost of the materials and small plant supplied by the Contractor to assist the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(d) is the percentage of the amount actually spent under subitem G10.02(c), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the supply of materials and small plant by the Contractor to assist the Targeted Enterprise subcontractors.

The tendered lump sum for subitem G10.02(e) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management support, coaching, guidance and mentoring to the Targeted Enterprise subcontractors.

Item	Unit
G10.03	Training of learners employed by Targeted Enterprise subcontractors:
(a)	Generic skills:
(i)	Training costs prime cost (PC) sum
(ii)	Handling costs and profit in respect of subsubitem G10.03(a)(i) above percentage (%)
(b)	Entrepreneurial skills:
(i)	Training costs prime cost (PC) sum
(ii)	Handling costs and profit in respect of subsubitem G10.03(b)(i) above percentage (%)
(c)	Engineering skills:
(i)	Training costs prime cost (PC) sum

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- (ii) Handling costs and profit in respect of subsubitem G10.03(c)(i) above percentage (%)
- (d) Training venue facility, including the cost of transporting the learners to and from this facility lump sum (Sum)
- (e) Transportation and accommodation costs of selected learners only, while receiving off-site training:
 - (i) Transportation and accommodation costs provisional sum (Prov. Sum)
 - (ii) Handling costs and profit in respect of subsubitem G10.03(e)(i) above percentage (%)

Expenditure under subsubitems G10.03(a)(i), (b)(i), (c)(i) and (e)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3rd Edition 2015.

The prime cost sum for each of subsubitems G10.03(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic skills, entrepreneurial skills and engineering skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners employed by Targeted Enterprise subcontractors, the provision of all training materials including all stationery and study materials, and the wages of the learners for the duration of the courses. The payment of wages to learners in terms of subsubitems G10.03(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The Contractor's own personnel shall be permitted to attend the training courses provided for the learners employed by the Targeted Enterprise subcontractors only to the extent that the venue and its facilities can efficiently and comfortably accommodate the additional number of learners. All additional costs relating to such attendance by the Contractor's own personnel shall be carried by the Contractor and shall not be considered for payment in terms of item G10.03, including for any additional costs related to the accredited trainers and their delivery of the training courses, the provision of additional training materials, and the wages of the learners from the Contractor's own personnel for the duration of the courses.

The tendered percentage for each of subsubitems G10.03(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subsubitems G10.03(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic skills, entrepreneurial skills and engineering skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence with respect to each Targeted Enterprise.

The tendered lump sum for subitem G10.03(d) shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract. The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers. Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's structured training programme, as approved by the PMT, have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when training for all the Targeted Enterprise subcontracts has been concluded and the facility has been dismantled and removed from the site.

The provisional sum for subsubitem G10.03(e)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected in conjunction with the PMT to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem G10.03(d).

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The tendered percentage for subsubitem G10.03(e)(ii) is the percentage of the amount actually spent under subsubitem G10.03(e)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Add the following new payment item:

<u>ITEM</u>		<u>UNIT</u>
G10.04	Penalties:	
	(a) Fixed penalty for non-compliance for Contract Participation requirements per occurrence	Goals No

A fixed penalty deduction will be calculated in accordance with item G1003(d)

Add the following new payment item:

<u>ITEM</u>		<u>UNIT</u>
G10.05	Part G:	
	(a) The Contract Participation Target for Targeted Enterprise	Prov. Sum

Expenditure under these items will be made in accordance with the Part G

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C4: SITE INFORMATION

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C4.1 LOCALITY PLAN

See attached drawing LP-001-01 for Locality Plan.

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C5: DRAWINGS

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C5.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The work shall be carried out in accordance with the latest available revision of the drawings Approved for Construction (AFC).

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

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

LIST OF ROAD DRAWINGS:

DRAWING No.	DESCRIPTION
	Cover Page
LP-001-01	Locality Map
LP-001-02	Layout Plan
LS-110-01	Road Longitudinal Section Sheet 1
LS-110-02	Road Longitudinal Section Sheet 2
LS-110-03	Road Longitudinal Section Sheet 3
CS-111-01	Road Cross Sections
CS-111-02	Road Cross Sections
CS-111-03	Road Cross Sections
LP-112-01	Road Signs Layout Plan Sheet 1
LP-112-02	Road Signs Layout Plan Sheet 2
LP-120-01	Stormwater Catchment Layout Plan
LP-121-01	Stormwater Layout Plan
TD-001-01	Gravel Pavement Design Details
TD-001-02	Guardrails Typical Details
TD-001-03	Stormwater Protection Details
TD-001-04	Project Name Board
TD-001-05	Concrete Pavement Design Details
TD-001-06	Stormwater Outlet/Inlet Typical Details
TD-001-07	Grid Inlet and Manhole Typical Details

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<u>LIST OF MAJOR CULVERT DRAWINGS:</u>
STR/SC/01
STR/SC/02
STR/SR/01
STR/SR/02A
STR/R/02B
STR/SR/03
STR/SR/04
