



BID DOCUMENT

BID NUMBER: MLM/W22/IR&S/2025-26

IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22

A Tender for Category 5CE or Higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Tender Amount:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
<p>This tender closes at 12:00 on Friday, 27 June 2025 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404</p> <p>NO LATE SUBMISSIONS WILL BE CONSIDERED</p>	

<p>Prepared For:</p> <p>Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404</p> <p>Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1347 or (012) 716 1414</p>	<p>Prepared by:</p> <p>SML Projects (Pty) Ltd, 29 Ismini Avenue Ismini Office Park Polokwane 0699</p> <p>Contact Name: K.S Mojapelo Telephone: 015 298 8826</p>
<p>EXPANDED PUBLIC WORKS PROGRAMME</p>	<p>In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022</p> <p>In compliance with the CIDB standards for uniformity</p>

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W22/IR&S/2025-26

For

IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22

Tender section of the document : Pages T1 – T68
Contract section of the document : Pages C1 – C138

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Part T1: Tendering Procedures	
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T2.2 Returnable Schedules	Yellow
The Contract	
Part C1: Agreements and Contract Data	
C1.1 Form of Offer and Acceptance	White
C1.2 Contract Data	Pink
C1.3 Form of Guarantee	White
C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	White
C1.5 Retention Money Guarantee	White
C1.6 Transfer of Rights	White
Part C2: Pricing Data	
C2.1 Pricing Instructions	Yellow
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Part C3: Scope of Work	
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Employer

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T1: TENDERING PROCEDURES

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MORETELE LOCAL MUNICIPALITY



OFFICE OF THE MUNICIPAL MANAGER

Address all Correspondence to the Accounting Officer

INVITATION TO TENDER

Moretele Local Municipality hereby invites all interested and suitably qualified bidders to tender for the following:

NO.	BID NUMBER	BID DESCRIPTION	CIDB GRADING	DOCUMENT PRICE	CRITERIA	COMPULSORY BRIEFING DATE	CLOSING DATE & TIME	RESPONSIBLE PERSON (TECHNICAL)
1.	MLM/W/W1/P1/25-26	RUITESLOOT VILLAGE WATER RETICULATION AND YARD CONNECTIONS PHASE 1	7CE or HIGHER	R1500.00	80/20 80=Functionality 20=Municipal Specific goals	Date: 20 June 2025 Time: 10H00am Venue: Moretele LM Community Hall	14 July 2025 12H00pm	Mr P Molautsi Tel: (012) 716-1347 Email: Pholosho.Molautsi@moretele.gov.za
# 2.	MLM/W22/IR&S/2025-26	IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22	5CE or HIGHER	R1000.00	80/20 80=Functionality 20=Municipal Specific goals	Date: 20 June 2025 Time: 11H00am Venue: Moretele LM Community Hall	27 June 2025 12H00pm	Mr P Molautsi Tel: (012) 716-1347 Email: Pholosho.Molautsi@moretele.gov.za
3.	MLM/WSIG/W12/2025-26	INSTALLATION OF WATER RETICULATION & YARD CONNECTIONS IN WARD 12	6CE or HIGHER	R1500.00	80/20 80=Functionality 20=Municipal Specific goals	Date: 20 June 2025 Time: 12H00am Venue: Moretele LM Community Hall	14 July 2025 12H00pm	Mr P Molautsi Tel: (012) 716-1347 Email: Pholosho.Molautsi@moretele.gov.za
4.	MLM/W18/R&SW/P1/25-26	IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 18 (LEFATLHENG)	5CE or HIGHER	R1000.00	80/20 80=Functionality 20=Municipal Specific goals	Date: 20 June 2025 Time: 12H30am Venue: Moretele LM Community Hall	27 June 2025 12H00pm	Mr P Molautsi Tel: (012) 716-1347 Email: Pholosho.Molautsi@moretele.gov.za

The tender document will be available from the **13 June 2025**, please visit the Finance Department (Revenue office) at the municipality: **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD** and
e-Tender: www.etenders.gov.za

Enquiries may be directed to the Supply Chain Management to the Manager SCM: Ms. M Phenya
Tel: (012)716 1414/15


S Ngwenya
Municipal Manager

11 June, 2025
Date

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

MORETELE LOCAL MUNICIPALITY

MUNICIPAL OFFICES
PRIVATE BAG X367
4065 B
MAKAPANSTAD
MATHIBESTAD
0404

TEL (012) 716 1300



Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad (please check dates as per project)** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name:	Moretele Local Municipality
Bank:	ABSA
Cheque account No:	405 331 7014
Branch code:	632005
Ref:	Company Name..... BID Number

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked "**BID No AND PROJECT NAME (as per the table above)**" must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022 of Specific Goals. Bids will remain valid for 90 days.

Enquiries may be directed to: Ms P Molautsi (012) 716 1309, Mrs M Phenya Tel : (012) 716 1414

Mr S. Ngwenya
MUNICIPAL MANAGER

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of the 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 as set out in the Tender Data below shall apply to this tender:

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	<p>(a) The Tender Documents consist of the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p>

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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	<p>(b) Drawings</p> <p>(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: SML Projects (Pty) Ltd Contact Person: K. S Mojapelo Tel: 015 298 8826 Fax: 015 298 8241 E-mail: info@smlprojects.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations
C.2.1	<p>Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p>

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	<p>Registered with the CIDB, at close of tender, 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, as per amended notice no. 357 of 2019, for a 5CE or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; the Tenderer does not have the legal capacity to enter into the contract; the Contractor submitting the tender is 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 the foregoing; The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; The Tenderer cannot demonstrate that he possesses the necessary

Employer

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Contractor


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	professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.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.
C.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.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 20 June 2025 at 11:00AM Hours Name of the Firm: SML Projects (Pty) Ltd Contact Person: K. S Mojapelo Tel: 015 298 8826 Fax: 015 298 8241 E-mail: info@smlprojects.co.za
C.2.8	Insurance No Insurance to be provided by the Employer.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.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 (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered



Employer


Witness 1



Witness 2



Contractor



Witness 1


Witness 2


Clause Number	Data / Wording
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C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.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.
C.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.
C.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.
C.2.13.5	Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>"BID NUMBER: MLM/W22/IR&S/2025-26 – IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22"</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/W22/IR&S/2025-26</p>
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.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 .
C.2.15	Closing time The closing time for submission of Tender Offers is: 12:00PM on Friday 27 June 2025 The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 I	Inspections, tests, and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds, and policies If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2 The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. In the service of the state means to be - a. a member of:- I. any municipal council;

Employer

Witness 1

Witness 2

Contractor

Witness 1

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	<p>II. any provincial legislature; or</p> <p>III. the National Assembly or the National Council of Provinces;</p> <p>b. a member of the board of directors of any municipal entity;</p> <p>c. an official of any municipality or municipal entity;</p> <p>d. an employee of any national or provincial department;</p> <p>e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f. a member of the accounting authority of any national or provincial public entity; or</p> <p>g. An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The Employer's undertakings
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time and location for the opening of the tender offers are:</p> <p>Time: 12:00PM on Friday 27 June 2025</p> <p>Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404</p>
C.3.9	
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <p>a. the gross misplacement of the decimal point in any unit rate;</p> <p>b. omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c. arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p>
	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b. 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.</p> <p>c. Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p>

Employer

Witness 1


Witness 2


Contractor


Witness 1

Witness 2


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C.3.11	<p>Functionality, Price and Preference</p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.</p>
C.3.12	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10).</p> <p>Phase Four: Objective criteria and Risk analysis</p>
	<p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements and the status on CIDB must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.



Employer


Witness 1


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Clause Number	Data / Wording
	This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."
	<p>12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply.</p> <p>13. Resolution to Sign (if applicable) must be completed and furnished with the tender.</p> <p>14. Attendance of compulsory briefing meeting (where applicable)</p> <p>15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</p> <p>16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.</p> <p>17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. MBD 1 form 2. The bidder must be registered on the Central Supplier Database (CSD) prior the award. 3. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 4. The bidder must complete MBD 6.1 the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points. <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially

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	<p>detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</p> <p>6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</p> <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i>.</p> <table><tr><th>Criteria</th><th>Points</th></tr><tr><td>Points on Price</td><td>80</td></tr><tr><td>Specified Goals</td><td>20</td></tr><tr><td>Total</td><td>100</td></tr></table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) 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):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of W₁ is:</p> <p>a. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>b. 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</p> <p>The table below must be used to calculate the score out of 20 for Specified Goals</p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>Points for Black owner</td><td>05</td><td></td></tr><tr><td>Points for Women’s Equity</td><td>05</td><td></td></tr><tr><td>Points for owned Youth firm</td><td>05</td><td></td></tr><tr><td>Points for Locality (Contractors domiciled in the North West Province)</td><td>05</td><td></td></tr><tr><td>TOTAL EVALUATION POINTS SCORE FOR SPECIAL GOALS</td><td>20</td><td></td></tr></table>	Criteria	Points	Points on Price	80	Specified Goals	20	Total	100	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Points for Black owner	05		Points for Women’s Equity	05		Points for owned Youth firm	05		Points for Locality (Contractors domiciled in the North West Province)	05		TOTAL EVALUATION POINTS SCORE FOR SPECIAL GOALS	20	
Criteria	Points																										
Points on Price	80																										
Specified Goals	20																										
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	<p>NOTE:</p> <p>The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.</p> <p>In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.</p> <p>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. It has completed the project with the Employer after being put on penalties. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. <p>2. This tender will be considered as a whole. All trades listed in the Bills of Materials or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p> <p>Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.</p>
C.3.11.9	All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.

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		The score for functionality will be calculated using the following formula: $W_Q = W_2 \times \frac{S_o}{M_s}$ Where: <div><div>W_2</div><div>=</div><div>is the percentage score given for quality and equals 100</div></div> <div><div>S_o</div><div>=</div><div>is the maximum possible score for quality allocated to the submission under consideration</div></div> <div><div>M_s</div><div>=</div><div>is the maximum possible score for quality in respect to the submission</div></div> The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:			
Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	The tenderer shall attach evidence of implemented traceable projects. (i) Tenderers to provide appointment letters, and (ii) Correlating completion certificates (iii) Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form I" in T2.2. (iv) Complete project experience. Refer to "Form F" in T2.2. Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in zero points being allocated for the claimed project.				
1.1	Company/ Entity's work experience in Roads and Stormwater Projects	Similar Tender Experience	30	30%	
		Over 7 similar projects with a value of 5 million or more	30		
		4 - 7 similar projects with a value of 5 million or more	20		
		1 - 3 similar projects with a value of 5 million or more	10		
		No attachments	0		
1.2	Civil Related Projects	Related Tender Experience	10	10%	
		Over 5 Civil related projects with a value of 5 million or more	10		
		3 - 5 Civil related projects with a value of 5 million or more	5		
		1 - 2 Civil related projects with a value of 5 million or more	2		
		No attachments	0		

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2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	2.1 Bank Rating	5	10%	
		Bank rating of "A&B"	5		
		Bank rating of "C"	3		
		Bank rating of "D"	2		
		Bank rating of "E" & below	1		
		Brank Rating Letter not attached	0		
		2.2 Audited Financial Statement	5		
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%	
		a. BSc Eng/ BTech Eng Civil Eng b. 5-10 years of relevant experience	15		
		a. Ndip Eng/ NTD Civil Eng b. 5-10 years of relevant experience	10		
		a. Certificate in Civil Engineering and b. 5-10 years relevant experience	5		
		3.2 Site Agent	10		
		a. NQF Level 6/Ndip Eng b. 5 years of relevant experience	10		
		a. NQF Level 6/ Ndip Eng b. 3 years of relevant experience	5		
		3.3 Site Foreman	5		
		a. NQF level 5 b. 5 years of relevant experience	5		
		a. NQF level 3 b. 3 years of relevant experience	3		

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	20%	
		a. Grader, TLB, Water Tanker, Tipper Trucks, Roller - Own	20		
		b. Grader, TLB, Water Tanker, Tipper Trucks, Roller – Own + Lease Agreement in place	10		
		c. Grader, TLB, Water Tanker, Tipper Trucks, Roller – Letter of intent to hire	5		
		No attachments	0		

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Note: These plants and equipment can be owned or rented. Attach proof of ownership or intention to lease if renting (attach intention to lease letter and proof of ownership for the plants and equipment from the leaser). Tenderers are to submit ownership proof in the name of the company/ director to claim for full (100%) points or a Lease agreement to claim for half (50%) points.			
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE			100%
SPECIFIED GOALS ALLOCATION TABLE			
		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	The specific goals allocated points in terms of this tender		
	Points for Black owner	05	
	Points for Women's Equity	05	
	Points for owned Youth firm	05	
	Points for Locality (Contractors domiciled in the North West Province)	05	
TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS			20
C.3.13.1	The legal requirements for acceptance of the tender offer are: a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> 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. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be		

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	submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
C.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

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T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting.....	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire.....	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .	T32
G	Proposed Subcontractors	T33
H	Key Personnel (Schedule)	T34
I	Evaluation Schedule: Experience on Previous Project References).....	T35
J	Deviations and Qualifications	T41
K	Contractor's Health and Safety Declaration.....	T42
L	Tenderer's BEE Verification Certificate	T44
M	Schedule of Alternative Tenders.....	T45
N	Tender's Participation in Job Creation Using Local Labour.....	T46
O	Tenderer's Banking Details and Rating	T47
P	Municipal Account for The Business and Director (s) Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T48
Q	CIDB Registration Certificate	T49
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T50
S	CSD Summary Report (not older than one month)	T51
T	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T52
U	MBD 4: Declaration of Interest	T53
V	MBD 5: Declaration for Procurement Above R10 Million (Vat Included).....	T56
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	T57
X	MBD 7.2: Contract Form – Rendering Services	T61
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T63
Z	MBD 9: Certificate of Independent Bid Determination	T65
AA	Preliminary Construction Programme (and Monthly Cashflow).....	C53

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NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory) (Mandatory)

1. Municipal account for the business and director (s) not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Certified Company registration certificate
3. Valid CIDB Registration confirmation
4. Certified copy or original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by the commissioner of oath (For joint ventures the certificate must be consolidated)
5. Completed and signed Form of Offer and Acceptance
6. Certified ID Copies of Owners/Directors/Shareholders
7. All pages signed, initialled, and completed.
8. CSD summary report not older than one month
9. Authority for Signatory on company letterhead
10. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Proof of purchase of the tender document
13. Joint venture (JV) agreement if applicable
14. Compulsory Enterprise questionnaires (MBD Forms)
15. Compulsory briefing certificate
16. Letter of intent from a registered financial institution as guarantor in the amount of 10% for surety
17. Original bid document and returnable must be duplicated into a disc or flash drive.

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer

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Witness 2

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Witness 1

Witness 2

A. 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 all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue in Section T1.1)**

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 the person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's Agent, namely:

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

Employer

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Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:.....

Specimen Signature of Sole Owner:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
..... Hereby authorise Mr/Ms,
acting in the capacity of, to sign all documents in
connection with the tender for Contract No. and any contract resulting
from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

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Contractor

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms

acting in the capacity of, to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

Witness 1

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Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors

of, hereby confirm that by resolution of the Board

(copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of

....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/W22/IR&S/2025-26

.....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
<i>Enterprise Name</i>			

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Witness 2

Contractor

Witness 1

Witness 2

E. PLANT AND EQUIPMENT

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

- (a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

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

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Witness 1

Witness 2

H. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BSc Eng or BTech Eng,				
Qualified Site Agent or Supervisor with NQF 5 in Civil Eng – Road construction				
Qualified Foreman with NQF 3 in Civil Eng – Road construction				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and experience				
Qualified and experienced Surveyor Technologist or Technician. – road construction				

Attach additional pages if more space is required

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

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 7. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 7:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

J. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

[illegible]

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

11

Witness 2

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)
4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

L. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

N. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

O. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder:
- (b) Account number:
- (c) Bank name:
- (d) Branch number:
- (e) Bank rating (include confirmation from bank or financial institution):
- (f) Bank and branch contact details:
.....
.....
.....
.....
.....

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

P. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate 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.

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid (not older than one month) on tender closing date must be attached)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T. LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

U. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
1. 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.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

3.9.1 If 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
.....
.....

2.

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:
.....
.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

V. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for Black ownership	--	05	--	
Points for Women's Equity	--	05	--	
Points for owned Youth firm	--	05	--	
Points for Locality (Contractors domiciled in the North West Province)	--	05	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

W. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/W22/IR&S/2025-26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number dated for the rendering
of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

X. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Y. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard 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 per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/W22/IR&S/2025-26
IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22**

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

I certify, on behalf of: that:
(Name of Tenderer)

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender;

or

- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 such tenderers 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

.....
Full name of Signatory

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THE CONTRACT

Part C1: Agreements and Contract Data

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART C1

AGREEMENTS AND CONTRACT DATA

Part C1.1 Agreements

Part C1.1.1 Form of Offer and Acceptance

Part C1.1.2 Confirmation of receipt

Part C1.1.3 Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No. 84 of 1993)

Part C1.2 Contract Data


Part C1.3 Performance Guarantee


A performance bond in the form of a three party contract between the Employer, the Contractor and a bank / insurance company, that Guarantees performance by the Contractor with a stated financial benefit in the event of non-performance


Part C1.4 Disclosure Statement

Part C1.5 Adjudication Board Member Agreement


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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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:

TENDER No. MLM/W22/IR&S/2025-26 IMPLEMENTATION OF INTERNAL ROADS & STORMWATER IN WARD 22

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

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

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

Amount Words.....

R..... (in figures)

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

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

.....

Name: (of signatory in capitals):

.....

Capacity: (of Signatory):

.....

Name of Tenderer: (organisation):

.....

Address:.....

.....

Telephone number:

Fax number:

Witness:

Signature:

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.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

Name: (in capitals):

Date:

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

C72

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Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

B ACCEPTANCE

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

The terms of the contract are contained in The Contract (Volume 3), which contains:

Part 1 Agreement and Contract Data

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

Part 5 Annexures and

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

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

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

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

Signature _____ Date _____

Name _____ Capacity _____
for the Employer – Moretele Local Municipality

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

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--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

Signature _____ Date _____

Name _____

C74

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2 SCHEDULE OF DEVIATIONS

Notes:

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

1 **Subject**

Details

2 **Subject**

Details

3 **Subject**

Details

4 **Subject**

Details

5 **Subject**

Details

6 **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature _____ Date _____

Name _____ Capacity _____

Tenderer _____
(Name and address of organisation)

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

For the Employer:

Signature _____ Date _____

Name _____ Capacity _____

For Moretele Local Municipality

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.1.2 CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor) , identified in the Officer 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


C77



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C1.3 FORM OF GUARANTEE

WHEREAS Moretele Local Municipality
(hereinafter referred to as "the Employer") entered into a Contract with

_____ -
(hereinafter called "the Contractor") on the day of

for the construction of Stormwater Drains, Roads and Ancillary Works as and when required by Moretele Local Municipality

in Makapanstaad area

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

AND WHEREAS _____
has/have at the request of the Contractor, agreed to give such guarantee.

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

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

C78

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

In witness where of this guarantee has been executed by us

at _____ on this _____ day of _____ 20____

Signature _____ Date _____

Name _____

Duly authorised to sign on behalf of _____

Address _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

C79

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.4 CONTRACT DATA (CONDITIONS OF CONTRACT)

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract and should be read together with Variations and Additions to the Conditions of Contract as well as data provided by the Employer.

Copies of these conditions of contract may be obtained from the South African Institutions of Civil Engineering, Tel no: (011) 805-5949, Private Bag X200, Halfway House, Midrand, 1685 and Bidders, Contractors and Sub-contractors shall bear all expenses in this regard.

CONDITIONS OF SUB-APPOINTMENTS

All sub-appointments for the execution of construction works will be issued in writing by the Head of Department: Infrastructure Development.

CONTRACT SPECIFIC DATA


The following contract specific data are applicable to this Contract:


PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER COMPULSORY DATA


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
1.	GENERAL
	<i>Replace the contents of Clause 1.1.1.5 with the following:</i>
Clause 1.1.1.5:	The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 12 months.
	<i>Add the following to the end of this definition:</i>
Clause 1.1.1.14:	This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.
	Name of Employer:
Clause 1.1.1.15:	Moretele Local Municipality is represented by: The Municipal Manager Telephone: (012) 716 1347 or (012) 716 1414 Contact Name: Mr. P Molautsi or Ms Phenya


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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.1.16:	<p>Employer's Agent means any Director, Associate or Professional Engineer/ Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.</p> <p>Name of Employer's Agent: Mr K.S MOJAPELO SML PROJECTS (PTY) LTD</p>
Clause 1.2.1.2:	<p>Address of Employer's Agent:</p> <p>The address of the Engineer is: - Name of the Firm: SML Projects (Pty) Ltd Contact Person: K. S Mojapelo Tel: 015 298 8826 Fax: 015 298 8241 E-mail: info@smlprojects.co.za</p>
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
Clause 1.2.1 ;	<p><i>Add the following to the clause:</i></p> <p>1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>
Clause 1.2.1.2:	<p>The address of the Employer is:</p> <p>Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404</p> <p>Private Bag X 367 Makapanstad 0404</p>
Clause 1.3.6:	<p><i>Add the following new Clause:</i></p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 3.2.3:	<p>The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4. Clause 4.1.1 as modified by SCC 4.1.1	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
Clause 4.1.2:	<p><i>Add the following to the clause:</i></p> <p>The Contractor shall provide the following to the Engineer (Employer's Agent) for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p>

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Employer

Witness 1

Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>4.1.2.5 "As-Built" drawings in dwg, dgn or dxf electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
Clause 4.3.3:	<p><i>Add the following new clause:</i></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>Without limiting the Contractor's obligations in terms of the contract, the Contractor shall before commencing of the works or any part thereof be in the possession of an approved Health and Safety Plan. The time in which the plan is to be furnished is 14 (fourteen) days after receipt of a Letter of Acceptance from the Employer.</p>
Clause 4.3.4:	<p><i>Add the following new clause:</i></p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> <p>The Contractor must comply with the Provisions and Contractual Arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): Waste Management.</p>
Clause 4.3.5:	<p><i>Add the following new clause:</i></p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and</p>


C83



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Clause 4.3.6:	<p><i>Add the following new clause:</i></p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works.</p>
Clause 4.3.7:	<p><i>Add the following new clause:</i></p> <p>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 as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
Clause 4.10.3:	<p><i>Add the following new clause:</i></p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
Clause 5.3.1:	<p><i>Add the following:</i></p> <p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	<p><i>Add the following:</i></p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>

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Employer

Witness 1

Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	<p><i>Add the following to the clause:</i></p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
Clause 5.7.1:	<p><i>Delete the last paragraph of the clause and replace with the following:</i></p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</p>
Clause 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year-end break 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> <p>The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
Clause 5.12.3:	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
Clause 5.13:	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p>


C85



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>
Clause 5.13.4:	<p><i>Add the following new Clause:</i></p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract.

C86

Employer

Witness 1

Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
Clause 5.14.1	The time for achieving Practical Completion is five (5) months from the Commencement date, including non-working days and special non-working days,
Clause 5.16.3:	The Latent defect period is 5 years after the issue of the Final Approval Certificate.
Clause 6.1.1:	<p><i>Add the following to the clause:</i></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
Clause 6.2.1:	<p><i>Add the following to this Clause:</i></p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p> <p>The time to deliver the Deed of Guarantee is within 14 (fourteen) days after receipt of the Letter of Acceptance from the Employer.</p> <p>Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the contractor</p> <p>Should the contractor fail to perform its obligations in terms of this guarantee clause, the employer shall be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it, to cancel this agreement forthwith, with or without claiming damages.</p>


C87



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
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>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <ul style="list-style-type: none"> • a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10 <p>The "Consumer Price Index" will be as for the province of <u>North West</u> for the area of <u>Moretele Local Municipality</u>.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p> <p>CONTRACT PRICE ADJUSTMENT IS NOT APPLICABLE IN THIS CONTRACT</p>
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	<p>Clause 6.10.3: Guarantee in lieu of retention A Retention Money Guarantee is not permitted.</p> <p>The percentage retention on the amounts due to the Contractor is 10% up to a maximum of 5% of the contract value. Release of Retention shall be in Two payments of 2,5% each where the first payment of 2,5% shall be after project completion and the remainder payable after defect liability period of 12 months</p>
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	<p><i>Replace the first sentence of the clause with the following:</i></p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date</p>
Clause 8.1	<p>Care of the Works</p> <p><i>Add the following:</i></p>

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Employer

Witness 1

Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>“The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer and/or Employer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works and temporary Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demands, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor’s prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations.”</p>
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
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 <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 6.11.1.3:	Delete “15 %” and replace it with “20 %”
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
E1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development	<p>CONTRACT PARTICIPATION</p> <p>Requirements in terms of the Reconstruction Development Programme.</p> <p>Target Values In this contract, the minimum target value shall be as follows:</p> <ul style="list-style-type: none"> • Labour Maximisation: 5% • ABE Support: 10% • HID Supervisory staff: 10% <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works.</p> <p>No bonuses for achieving the set target values are applicable.</p>


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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR

1. Subclause 1.1.1.9: Contractor

The name of the Contractor is

2. Subclause 1.2.1.2: Contractors' address

The address of the Contractor is:

Physical address:
.....

Postal address:

E-mail address:

Telephone number:

Fax number:

3. Clause 6.8.3:

The unit rates of special materials subject to variation in cost is as follow:

Type of special material	Unit	Rate or Price

C90

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART C2: PRICING DATA

C91

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

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

Unit:

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

Quantity:

The number of units of work for each item.

Rate:

The payment per unit of work at which the tenderer tenders to do the work.

Amount:

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

Lump sum:

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

2. This bill of quantities forms part of an integral part of the contract documents.
3. The quantities set out in the bill of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used for determining payments to the Contractor.
The validity of the contract shall in no way be affected by the differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the General Conditions of Contract and the provisions of paragraphs 11 and 12 of this preamble.
4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, levies, taxes, etc., and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications and project specifications, and for all the risks, obligations and responsibilities specified in the General Conditions Of Contract, Special Conditions Of Contract and Specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
5. Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the bill of quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the Tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.
6. The Tenderer must fill in a rate or lump sum for each item where provision has been made for it, even where no quantities are given. ALL ITEMS IN THE BILL PROVIDED ARE TO BE PRICED BY THE BIDDER! Items against which no rate or lump sum has been entered in the tender will be deemed to have been included elsewhere

The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such items, and quantities are consequently not given in the quantity column, the tendered rates shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

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

C92

Employer

Witness 1

Witness 2

Contractor

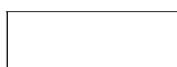
Witness 1

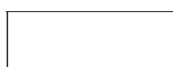
Witness 2

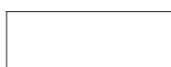
7. The Works as executed will be measured for payment in accordance with the methods described in the contract documents, **COLTO and GCC 2015**, under the various payment items, notwithstanding any custom to the contrary. The nett measurements or mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered. Accuracy of Measurements shall be in accordance with **The Southern African edition of Civil Engineering Standard Method of Measurement (CESMM3)** or the latest edition
8. The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done, or quantity of material to be supplied by the contractor.
9. The stating of quantities of material or amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute the work. The Contractor shall obtain the Engineer's and/or Employer's detailed instructions for all work before ordering any materials for, or executing work, or making arrangements in this regard.
10. The short descriptions of payment items given in the bill of quantities are for the purpose of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Specifications, Project Specifications, General Conditions of Contract and Special Conditions Of Contract for more detailed information regarding the extent of the work entailed under each item.
11. Reference shall be made to Clause 6.6 of the General Conditions of Contract 2015, regarding provisional sums and prime cost sums.
12. Subject to the conditions stated in paragraph 13 below, the rates and lump sums filled in by the Tenderer in the bill of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the bill of quantities with the tender sum. In their own interest Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum. Refer to clause F.2.10.3 Annex F: Standard Conditions of Tender.
13. A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make adjustments, refer to clause F.2.17 Annex F: Standard Conditions of Tender.
14. The units of measurement indicated in the bill of quantities are metric units.
The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ - km	=	cubic metre-kilometre
kW	=	kilowatt
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent

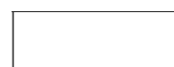
C93

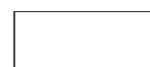

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

No	=	number
PC sum	=	prime cost sum
Prov sum	=	provisional sum
L/Sum	=	Lump sum
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
kN	=	kilo Newton

15. All rates and sums of money quoted in the bill of quantities shall be in Rands and whole cents. Fractions of a cent shall be discounted.
16. The item numbers appearing in the pricing schedule refer to the corresponding number in the standard specifications or as amended in the scope of work. In the latter case, the item number is prefixed with the letters "B,H&G". The same applies to new clauses added to the standard specifications.
17. The schedule titled Calculation of Tender Sum includes financial provision for payment of contract price adjustment. Actual payments shall be made in terms of Clause 6.8 of the General Conditions of Contract.
18. Corrections of entries made by tenderer
Any entry made by the tenderer in the price schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the tenderer shall be placed next to the correction.
19. Arithmetical Errors


The rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
20. Monthly Payments


Unless otherwise specified in the Specifications and Project Specifications, progress payments shall be by means of interim progress instalments measured against actual deliverables achieved, according to the pre-approved Terms of Reference in the Tender Data
21. Provisional Sums


Where Provisional sums are provided for items in the Schedule of Quantities, payment for work done under such items will be made in accordance with a pre-approved Terms of Reference. The MORETELE LOCAL MUNICIPALITY reserves the right, during the execution of the works, to adjust the stated amounts upwards or downward according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.
22. Prime Cost Sums

An amount allowed for an item or services for which actual details of the scope of work are not defined at tender stage. Payment is made on the production of invoices showing the actual cost after


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Employer


Witness 1


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Contractor


Witness 1


Witness 2

implementation or installation. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's costs and profit in providing the item or services.

23 The Contractor must price each item in the schedule of quantities in BLACK INK.

24 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
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.
Prime Cost (or PC item)	: A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. ¹
Provisional Sum	: A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the tender stage and includes any allowance specifically made for unforeseen contingencies. ¹
Extra Over (or EO)	: Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. ¹

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Employer

Witness 1

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Contractor

Witness 1

Witness 2

C2.2 BILL OF QUANTITIES

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Employer

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Contractor

Witness 1

Witness 2

ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	TENDER AMOUNT
12.02		Excavation				
		Excavating material within the following depth ranges below ground level for the exposing or searching of existing services:				
(a)		Depth between 0.0 m and 2.0 m:				
(a)(i)		Soft material.	m ³	35.00		-
(a)(ii)		Intermediate material.	m ³	25.00		-
(b)		Extra-over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted:				
(b)(i)		Soft material.	m ³	20.00		-
(b)(ii)		Intermediate material.	m ³	15.00		-
12.03		Backfilling exposed services using:				
(a)		Excavated materials.	m ³	20.00		-
(b)		Imported materials.	m ³	15.00		-
12.04						
(i)(a)		Relocation and protection of existing services	Prov Sum	1	100,000.00	100,000.00
(b)		Handling cost and profit on subitem 12.04(a) above)	%	100,000.00		-
(ii)(a)	LC	Relocation of Fences	Prov Sum	1	50,000.00	50,000.00
(b)		Handling cost and profit on subitem 12.04(a) above)	%	50,000.00		-
12.05		Construction Health and Safety, Environmental and Social Obligations:				
(a)		PPE for Subcontractors laboureres	Prov Sum	1.00	20,000.00	20,000.00
(b)		PPE for laboureres	L Sum	1.00		-
(c)		Special information signs.	Prov Sum	1.00	20,000.00	20,000.00
(d)		Handling cost and profit in respect of items 12.05(a) to 12.05(e).	%	40,000.00		-
12.06(a)		Training	Prov Sum	1.00	180,000.00	180,000.00
		(Generic, entrepreneurial and technical skills)				
		Handling cost and profit in respect of items 12.06	%	180,000.00		-
12.07 (a)	LC	Community Liason officer	Prov Sum	5.00	5,000.00	25,000.00
		PSC	Prov Sum	5.00	4,000.00	20,000.00
		Handling cost and profit in respect of the item (a) to (b) above	%	45,000.00		-
TOTAL SECTION 1200 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 1400: CONTR HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S PERSONNEL						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
(a)		Items measured by number				
14.01		Office and laboratory accommodation:				
		The provision of accommodation as specified, including roof,				
		external and internal walls, windows complete with glazing,				
		doors with locks and fittings, burgular proofing, painting floors,				
		fencing, the provision of a 220/250 volt electrical installation,				
		and stores, complete, in accordance with the drawings and				
		specifications, except for items scheduled elsewhere:				
(a)	LC	Offices (interior floor space only)	m ²	16		
(b)	LC	Ablution units	m ²	4		
(c)		Store	m ²	12		
14.02		Office and laboratory furniture:				
(a)		Chairs	No	20		
(b)		Desks, complete with drawers and locks	No	2		
(c)		Conference tables	No	2		
(e)		Pinboard (size 1.0m x 1.5m)	No	2		
TOTAL SECTION 1400 CARRIED TO FORWARD						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 1400: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S PERSONNEL						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SECTION 1400 BROUGHT FORWARD:						
14.03		Office and laboratory fittings, installations and equipment				
(a)		Items measured by number				
		(i)220/250 volt power points	No	1		
		(ii)400/231 volt 3-phase power points	No	1		
		(iii)Double 80 watt fluorescent light fittings complete with ballast and tubes	No	1		
		(iv)Wash-hand basins complete with taps and drains	No	1		
		(v)Laboratory basin complete with swan neck, tapsand drain	No	1		
		(vi)Extractor fans installed complete with own power connection (1500W minimum)	No	1		
		(vii)Fire extinguishers 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No	1		
		(viii)Air-conditioning units with 2,2 kW minimum capacity,mounted and with own power connection	No	2		
(b)		Prime cost items and items paid for in lump sums				
(i)		The provision of a direct independent telephone line (cellular & Laptop with i7 Processor, 24gb ram and 1gb SSD) for the engineer's office, including the cost of contract and calls in connection with contract administration	PC sum	1	100,000.00	100,000.00
(ii)		Handling costs and profit in respect of subsubitem 14b(i)	%	100,000		
14.08		Services				
		The provision of water, electricity, low-pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance				
(i)		Fixed costs	Lsum	1.00		
(ii)		Running costs	month	5.00		
14.1		Provision of photostat facilities	month	5.00		
TOTAL SECTION 1400 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 1500: ACCOMMODATION OF TRAFFIC						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15.01		Accommodating traffic and maintaining temporary deviations.	km	1.0		
15.03		Temporary traffic-control facilities:				
		<i>[The cost for the replacement of damaged or stolen signs or facilities shall be included in the rates under Item B15.03.]</i>				
(a)	LC	Flagmen.	man-day	440.00		
(b)		Portable STOP and GO-RY signs.	No	6.00		
(d)		Amber flicker lights.	No	4.00		
(e)		Road signs, R- and TR-series (1200 mm).	No	6.00		
(f)		Road signs, TW-series. (1500 mm)	No	6.00		
(g)		Road signs, STW-, DTG-, TGS- AND TG-series. (excluding delineators and barricades)	m ²	6.00		
(h)		Delineators (200 mm x 800 mm):				
(h)(ii)		Delineators mounted back to back.	No	20.00		
(i)		Movable barricade/road sign combination with an effective width of 6 meters.	No.	8.00		
(j)		Traffic cones - 750 mm.	No.	20.00		
(k)		Provision of high visibility safety jackets and safety hats.	No	4.00		
15.05		Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary devaitons:				
(b)		Existing gravel shoulders.	m ³	900.00		
		<i>[The rate shall include full compensation for all work required to construct, re-gravel and repair the existing shoulder to be used as a temporary deviation.]</i>				
15.06	LC	Watering of temporary devaitons.	kl	1,000.00		
SUB-TOTAL SECTION 1500 CARRIED FORWARD:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 1700: CLEARING AND GRUBBING						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B17.01		Clearing and grubbing:				
(a)		Normal areas:				
(a)(i)		Within the road reserve.	ha	1.00		
(a)(ii)		In borrow pits.	ha			rate only
(b)		Existing fill embankments with slopes steeper than 1:4.	ha			rate only
17.02		Removal and grubbing of large trees and tree stumps:				
(a)		Girth exceeding 1 m up to and including 2 m.	No.	2.00		
(b)		Girth exceeding 2 m up to and including 5 m.	No.			rate only
17.04		Clearing and grubbing at inlets and outlets of hydraulic structures.	m ²			rate only
17.05		Cleaning out of hydraulic structures:				
(a)		Pipes with an internal diameter up to and including 750 mm.	m ³			rate only
(b)		Pipes with an internal diameter exceeding 750 mm.	m ³			rate only
(c)		Box culverts up to and including 1.5 m vertical dimension.	m ³			rate only
(d)		Box culverts exceeding 1.5 m vertical dimension.	m ³			rate only
17/16.02		Overhaul on material hauled in excess of 1.0 km .	m ³ -km	500.00		
TOTAL SECTION 1700 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 1800: DAYWORKS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18.01		Labour:				
(i)		Unskilled labour.	h			rate only
(ii)		Semi-skilled labour.	h			rate only
(iii)		Skilled labour.	h			rate only
18.02						
18.03		Tipper trucks:				
(i)		5 m ³ capacity.	h			rate only
(ii)		10 m ³ capacity.	h			rate only
18.04		Loader:				
(i)		Front end loader - bucket capacity > 1.5 m ³ .	h			rate only
(ii)		CAT 350 hydraulic excavator or equivalent.	h			rate only
(iii)		TLB.	h			rate only
18.05		Grader:				
(i)		CAT 140G or similar.	h			rate only
18.06		LDV:				
(i)		Load capacity - 1 ton.	h			rate only
18.07		Compaction Rollers:				
(i)		Vibratory roller - 13.5 ton.	h			rate only
(ii)		Tamping roller - 13.5 ton.	h			rate only
(iii)		Grid roller.	h			rate only
(iv)		Pneumatic roller - 10 ton.	h			rate only
18.08		Hand controlled compactors:				
(i)		Pedestrian roller - BW90 or similar.	h			rate only
(ii)		Vibratory plate compactor.	h			rate only
(iii)		Vibratory rammer.	h			rate only
18.09		Water truck - 5,000 l.	h			rate only
18.10		Dozer:				
(i)		CAT D7H Dozer or equivalent.	h			rate only
(ii)		CAT D5 or equivalent.	h			rate only
18.11		Materials for dayworks	Prov Sum	1.00	10,000.00	10,000.00
TOTAL SECTION 1800 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 2200: PREFABRICATED CULVERTS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
22.12		Removing existing concrete:				
(a)		Plain concrete.	m ³	5.00		
(b)		Reinforced concrete.	m ³	5.00		
(c)		Brickwork and masonry.	m ³			
22.13	LC	Removing and relaying existing pipe				
(a)		160mm Dia. uPVC Class 9 portable water pipeline	m	100		
		75mm dia. uPVC Class 9 portable water pipeline	m	300		
22.14		Removing and stacking existing prefabricated culverts:				
(a)		Pipe culverts up to 750 mm dia.	m			
22.21		Accessories:				
(d)		Prefabricated reinforced concrete energy dissipater blocks placed in culvert outlet apron slabs, as indicated on the drawings. Class 25/19 concrete.	No.			
22.23		Service ducts:				
(a)		Ordinary pipes:				
(a)(i)		110 mm dia. uPVC Class 16.	m	50.00		
(a)(ii)		200 mm dia. uPVC Class 16.	m	30.00		
(b)		Split service ducts - 160 mm dia uPVC Class 20.	m	10.00		
22.24		Duct marker blocks:				
(a)		Precast concrete marker block - 300 mm x 300 mm with length 1000 mm, Class 25/19, including metal tag and painting, all as indicated on the drawings.	No.			
22.25		Overhaul on excavated material, backfill material, demolished structures, removing and stacking existing concrete blocks and concrete, for haul in excess of the free-haul distance.	m ³ -km	150.00		
B22,14		Relocation of existing water pipeline				
		200mm Dia. uPVC Class 16	m			
TOTAL SECTION 2200 CARRIED TO SUMMARY:						-

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING AND CONCRETE LININGS FOR OPEN DRAINS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B23.01	LC	Concrete kerbing: [Concrete bedding and concrete backfilling, Class 20/19.]				
(a)		Prefabricated mountable kerb, SABS Fig. 8C.	m	1,780.00		
(b)		Prefabricated mountable kerb, SABS Fig. 8C./channel combination	m			
(c)		Precast concrete kerbing, Fugure 8C 'at intersections (Fig. 8C, 300mm wide)	m	80.00		
23.07		Trimming of excavations for concrete-lined open drains:				
(a)		In soft material.	m ³	420.00		
(b)		In hard material.	m ³	50.00		
23.08	LC	Concrete lining for open drains:				
(a)		Cast in situ concrete lining - Type I concrete side drain, concrete Class 25/19	m ³	126.00		
(b)		Class U2 surface finish to cast in situ concrete for Type I concrete side drain.	m ²	840.00		
23.09	LC	Formwork to cast in situ concrete lining for open drains - Class F2 surface finish:				
(a)		To sides with formwork on internal face only.	m ²	126.00		
(c)		To ends of slabs.	m ²	41.50		
23.10	LC	Sealed joints in concrete linings of open drains				
(a)		Polysulphide sealants and Soft Board	m	420.00		
B23.11		Concrete screed or backfill.				
(a)		Class 15/19 concrete backfill.	m ³	10.00		
23.11		Concrete screed or backfill below Concrete drifts class 25/19	m3	85.50		
23.12	LC	Steel reinforcement Welded steel fabric	kg	3,699.12		
23.13	LC	Polyethylene sheeting 0,25 mm thick or similar approved material, for lining subsoil draining systems	m ²	1,270.00		
TOTAL SECTION 2300 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 3100: BORROW MATERIALS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B31.01		Excess overburden:				
(a)		Depth up to and including 0.5 m.	m ³			
(b)		Depth exceeding 0.5 m and up to 1.0 m.	m ³			
(c)		Depth exceeding 1.0 m.	m ³			
31.03		Finishing off borrow areas in:				
(b)		Intermediate material.	ha			
(c)		Soft material.	ha			
31/55.01		Clearing the fence line, 2 m wide strip.	m	160.00		
31/55.02		Supply and erect new fencing:				
(c)		Diamond mesh fence 1.8 m high complete with standards at 3 m spacing.	m	160.00		
(i)		Straining posts, stays and anchors:				
(i)(i)(1)(a)		100 mm dia. galvanised steel corner straining posts complete with 50 mm dia. stays and anchors to support the fence as per item 31/55.01 (c). <i>[The rate shall include all excavation, backfilling, labour, plant, materials and ancillary costs to complete the installation of a steel corner fence post. Founding depth shall not be less than 800 mm.]</i>	No.	6.00		
(i)(i)(1)(b)		100 mm dia. Galvanised steel intermediate straining posts complete with 50 mm dia. stays and anchors to support the fence as per item 31/55.01 (c). <i>[The rate shall include all excavation, backfilling, labour, plant, materials and ancillary costs to complete the installation of a steel intermediate fence post. Founding depth shall not be less than 800 mm.]</i>	No.	40		
TOTAL SECTION 3100 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 3300: MASS EARTHWORKS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33.10		Roadbed preparation and the compaction of material: [The rate shall provide for all costs to cover restricted works for half width construction. The roadbed depth is 150 mm.]				
(b)		Compaction to 93% of modified AASHTO density.	m ³	990.00		
33.04		Cut and borrow to fill, including free-haul up to 10km. Material obtained from:				
(a)		Soft excavation.	m ³	1,980.00		
(b)		Intermediate excavation.	m ³	198.00		
(c)		Hard excavation.	m ³	40.00		
33/16.01		Overhaul on material hauled in excess of a freehaul distance of 0.5 km, for a haul up to or through 1.0 km. [Restricted overhaul]	m ³	3,510.00		
33/16.02		Overhaul on material hauled in excess of 1.0 km freehaul.	m ³ -km	14,850.00		
33.04B		Cut to spoil, including free-haul up to 10km. Material obtained from:				
		(a) Soft excavation	m ³	2,970.00		
		(b) Hard excavation	m ³	148.50		
33.07B		Removal of unsuitable material (including free-haul):				
		(a) In layer thicknesses of 200 mm and less:				
		(i) Stable material	m ³	90.00		
		(ii) Unstable material	m ³	40.00		
33.01		Cut and borrow to fill from commercial sources or borrowpits identified by the contractor, the rate shall				
		Compacted to 93% modified AASHTO density	m ³	990.00		
TOTAL SECTION 3300 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B34.01		Pavement layers constructed from gravel taken from <u>commercial sources or borrowpits identified by the contractor</u> , the rate shall include haulage:				
(a)		Gravel selected layer compacted to:				
(a)(ii)		G7 Material, 95% of modified AASHTO density with a compacted layer thickness of 150 mm. <i>[Selected layer construction includes all layerworks/earthworks other than sub-base and base construction. The rate shall include for benching into existing pavement structure earthworks or laver works.]</i>	m³	990.00		
(b)		Gravel subbase layer, unstabilised gravel, compacted to :				
(b)(i)		G6 Material, 95% of modified AASHTO density with a compacted layer thickness of 150 mm. <i>[Gravel to be sourced from <u>commercial sources or borrowpits identified by the contractor</u> . Rate shall include haulage</i>	m³	990.00		
(c)		Gravel base, chemically stabilized material(3% Cement), compacted to:				
(c)(i)		G6 Material, 98% of modified AASHTO density with a compacted layer thickness of 150 mm. <i>[The construction of the base shall be done using material from <u>commercial sources or borrowpits identified by the contractor</u> . Rate shall include haulage and provide for the material breaking down cycle and one stabilization mix cycle.]</i>	m³	990.00		
(g)		Gravel shoulders compacted to:				
		<i>[The rates shall provide for all costs for the construction of the gravel shoulder wearing course layer as per the specifications.]</i>				
(g)(i)		93% of modified AASHTO density with a compacted layer thickness of 150 mm.	m³			
34.02		E/O item 34.01 for excavation of material in:				
(a)		Intermediate excavation.	m³	60.00		
34.11		Watering the pavement excavation floor	kl	500.00		
SUB-TOTAL SECTION 3400 CARRIED TO SUMMARY						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SCHEDULE : ROAD CONSTRUCTION						
SECTION 5600: ROAD SIGNS						
ITEM NO	LC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.01	LC	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:				
(c)		Painted galvanized steel plate - Chromadek 1.6mm thick or approved equivalent:				
(c)(i)		Area not exceeding 2 m ² .	m ²	10.00		
(c)(ii)		Area exceeding 2 m ² but not 10 m ² .	m ²	10.00		
(e)		Aluminium sheet (2 mm thick) regulatory warning and information signs - Class II retro-reflective material:				
(e)(i)		Octagonal - 1200 mm.	No	2.00		
(e)(ii)		Triangular - 1500 mm.	No	2.00		
(e)(iii)		Round - 1200 mm.	No	2.00		
(e)(iv)		Rectangular - 600 mm x 150 mm.	No	2.00		
56.02		Extra over item 56.01(c) for using:				
(a)		Background or retro-reflective material:				
(a)(i)		Class I.	m ²	10.00		
(a)(ii)		Class II.	m ²	5.00		
(b)		Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
(b)(i)		Class II.	m ²	5.00		
56.03		Road sign supports (overhead road sign structures excluded):				
(a)		Steel tubing galvanized:				
(a)(i)		50 mm dia. with 3 mm wall thickness.	m	10.00		
(a)(ii)		75 mm dia. with 3 mm wall thickness.	m	10.00		
(a)(iii)		50 mm x 50 mm square tubing with wall thickness 3 mm.	m	5.00		
56.05		Excavation and backfilling for road sign supports (not applicable to kilometer posts).	m ³	5.00		
56.06		Extra over item 56.05 for cement-treated soil backfill.	m ³	5.00		
TOTAL SECTION 5600 CARRIED TO SUMMARY:						

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

BILL OF QUANTITY SUMMARY			
SUMMARY			
SECTION REFERENCE	IMPLEMENTATION OF ROADS & STORMWATER IN WARD 22 - PHASE 1		AMOUNT
COTO 1200	PRELIMINARY AND GENERAL		R -
1300	CONTRACTOR'S GENERAL OBLIGATIONS		R -
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S PERSONNEL		R -
1500	ACCOMMODATION OF TRAFFIC		R -
1700	CLEARING AND GRUBBING		R -
1800	DAYWORKS		R -
2100	DRAINS		R -
2200	PREFABRICATED CULVERTS		
2300	CONCRETE KERBING, CONCRETE CHANNELING AND CONCRETE LININGS FOR OPEN DRAINS		R -
3100	BORROW MATERIALS		R -
3200	SELECTION STOCKPILING AND BREAKING DOWN MATERIAL FROM BORROW PIT		R -
3300	MASS EARTHWORKS		R -
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL		R -
3500	STABILIZATION		R -
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION		R -
5200	GABIONS		R -
5600	ROAD SIGNS		R -
5700	ROAD MARKINGS		R -
5900	FINISHING THE ROAD AND ROAD RESERVE		R -
7300	CONCRETE BLOCK PAVING		R -
8100	TESTING MATERIALS AND WORKMANSHIP		R -
TOTAL VALUE OF WORK:			R -
ADD 5% CONTINGENCIES			R -
SUBTOTAL 01			R -
VALUE ADDED TAX: [15%]			R -
TOTAL CONSTRUCTION AMOUNT CARRIED TO FORM OF OFFER:			R -

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Employer

Witness 1

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Contractor

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Witness 2

PART C3

SCOPE OF WORK

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

Part C3.0 Project Scope of Work

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PROJECT SPECIFICATIONS

PART A GENERAL

A1 MISCELLANEOUS

The Project Specifications that form part of this Contract have been written to cover all phases of work normally required for civil engineering contracts, and may therefore cover items of work not applicable to this particular Contract.

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Schedule of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

a) The Site

The project is located in Danhouse village, ward 22 in Moretele Local Municipality. Danhouse is a village in the Bojanala District in the North West province. Ward 22 is situated 4km Southwest of Mathibestad, and \pm 10km west of Hammanskraal township. The access to site is gained through Makapanstad Main Road.

The work to be executed in terms of this contract comprises:

i. General

- Contractor's establishment on site
- Relocation of services
- Accommodation of traffic
- Training of Temporary Workforce

ii. Drainage

- Construction concrete channel


iii. Roadworks


The project is comprised but not limited to the following

- Construction of 1km, 6m wide paved road
- Site Establishment
- Box cutting excavation
- Roadbed
- Fills
- Subbase layer
- Cemented base layer
- 20mm Sand
- 80mm Interlocking concrete paving
- Speedhumps
- Concrete lined trapezoidal side drains and drifts
- Relocation of fences and services
- Road signs
- Road finishing


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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

iv. Typical Cross – Section of road

The typical cross – section of the road is as follows:

1km Road

Surfaced road width	=	6.0m
Drainage channels	=	0.44m
Lane width	=	3.0m
Kerbs	=	Type 8c

v. Pavement

- Surfacing: 80mm Type SA interlocking blocks laid in herringbone pattern
- Sand: 20mm bedding sand compacted to 100%
- Base (C4): 150mm chemically stabilized gravel compacted to 98% modified AASHTO
- Subbase(G7): 150mm natural gravel compacted to 95% modified AASHTO
- Selected (G7): 150mm natural gravel compacted to 95% modified AASHTO
- Roadbed : Rip and re-compact 150mm in-situ material to 93% modified AASHTO

vi. Sources of Pavement materials

- Surfacing: Commercial sources
- Base: Commercial sources /Borrow pit identified by the contractor
- Subbase: Commercial sources /Borrow pit identified by the contractor
- Selected layers: Commercial sources /Borrow pit identified by the contractor
- Fill Material: Commercial sources /Borrow pit identified by the contractor
- Roadbed; In-situ material

vii. Existing Services


The following existing services may be encountered within the road reserve:


- Overhead power lines
- Electrical cables
- Water supply lines

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.


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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2



A3 DRAWINGS

The reduced drawings that form part of the Tender Documents are to be used for tender purposes only.

The Contractor will be supplied with three (3) sets of A1 plain paper print of each Drawings. These prints will be issued free of charge and the Contractor must make any additional prints he may require at his own cost.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

The levels given on the Structural Drawings are subject to confirmation on the Site and the Contractor shall submit all levels to the Engineer for confirmation before he commences construction of any structure. The Contractor shall also check all clearances given on the Drawings and shall inform the Engineer of discrepancies.

A4 POWER SUPPLY AND OTHER SERVICES

The Contractor must make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

A5 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas", except in the case of structures as described in the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Constructional Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

A6 CONTRACTOR'S CAMP SITE

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

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

IT IS A REQUIREMENT OF THIS CONTRACT THAT PROPER CAMP ESTABLISHMENT IS DONE BY THE CONTRACTOR. THE FOLLOWING ARE THE MINIMUM REQUIREMENTS

1. *Office Container for the Container*
2. *Office Container for the Engineer*
3. *Storage container for the Contractor*
4. *Flushing Toilet and portable water supply*
5. *Boardroom for meetings*

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contract will be undertaken in an area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

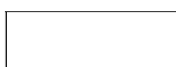
A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

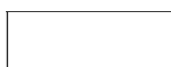
- (a) The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

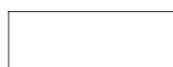
A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary

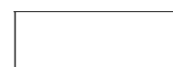
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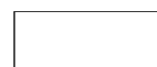

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified.

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

All communication by the contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

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

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

in which formula the symbols shall have the following meanings:

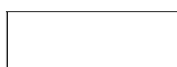
V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days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

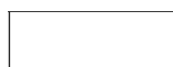
Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

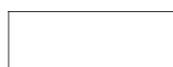
Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

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

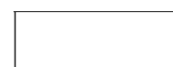
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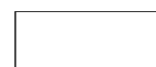

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

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

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

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

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

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

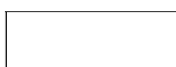
A12.4 The Contractor's claims in terms of Conditions of Contract. The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

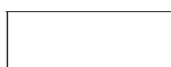
A12.5 The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated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

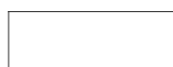
- (a) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
- (b) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
- (c) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
- (d) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for N_n and R_n .

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

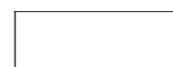
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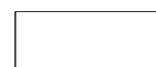

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

A12.7 Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 5.12 and Clause 10.1 of the Conditions of Contract.

A13 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included.

A14 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods.

A15 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Sub clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Sub clause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

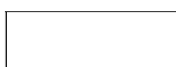
In respect of those portions of the Works which are not listed in Sub clause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

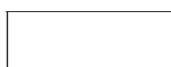
(b) Operations to be executed using labour-optimising construction methods

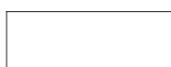
The following portions of the Works shall be executed using labour-optimising construction methods:

- i. Clearing and grubbing the site
- ii. Excavating for all open drains, concrete structures and road sign posts
- iii. Backfilling and compacting all excavations
- iv. Removing oversize material
- v. Removing existing concrete and masonry work, irrespective of class and type
- vi. Spreading bedding sand and laying paving blocks
- vii. Installation of speedhumps
- viii. Carrying out maintenance activities

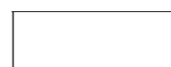
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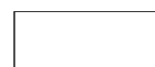

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

A16 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications -

- (i) Part C - Provision of the temporary workforce,
- (ii) Part D - Provision of structured training,

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A17 COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C129

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A18 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS

A18.1 Labour-Intensive Competencies of Supervisory and Management Staff

The workers shall wear Orange Overalls with the following three (3) logos printed on the overall: EPWP wording in black on the back, On the front Moretele Local Municipality logo and the Public Works/EPWP logo.

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table overleaf.

Emerging contractors shall have personally completed, or are registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or are registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , Tel: 011-265 5900)			

A18.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

C130

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

1. 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 SPWP per task or per day shall be in accordance with SAFCEC or relevant legislation.
 - 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 has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
 - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 30 % women;
 - b) 40% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.

A19 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

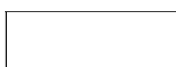
The Contractor will be required to adhere to the condition, standards and requirements depicted by the EMP. The EMP is compliant with the following regulations & guidelines:

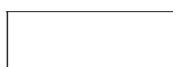
- Regulation 385 under NEMA (Act No. 107 of 1998);
- DEAT (2004) information series 12 – Environmental Management Plans;
- Relevant guidelines issues by the City of Tshwane Metropolitan Municipality.

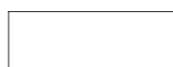
The content of the EMP covers:

- Potential environmental impacts addressed by the EMP;
- Management action required to mitigate impacts;
- Mitigation standards;
- Monitoring methods & frequencies.

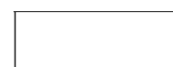
C131

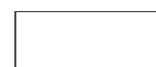

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

The EMP is divided into the following sections:

- Planning and design;
- Pre-construction and construction;
- Operation & maintenance;
- Rehabilitation of the environment.


The following conditions are inter alia stipulated:


- Way leaves must be obtained prior to commencement of the Works;
- Contractors and all visitors must adhere to the conditions and regulations under the OHSA;
- Excavation trenches must be clearly fenced or delineated and maintained.
- Temporary bridges over trenches will be provided to allow access to property entrances;
- Mixing of concrete will be restricted to selected areas;
- The Contractor must provide chemical toilets for workers;
- The site and its surroundings are to be kept clean;
- Waste management related requirements; and
- Rehabilitation as per requirements of the EMP.


A20 PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

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


C132



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

PROJECT SPECIFICATIONS

PART B MATTERS RELATING TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS

Standard Specifications

General

The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO, together with additional amendments as set out in the following Sections. The Contractor may purchase copies of COLTO from the South African Institution of Civil Engineers. 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

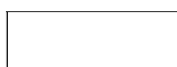
Technical Specifications

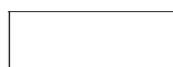
- i) The documents applicable to the construction of the Works and the contract management will be the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 and the General Conditions of Contract 2015.
- ii) Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended in 2014.
- iii) The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

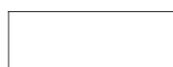
Regulatory Specifications.

- i) Environmental Impact Assessment (EIA) approval is not required, as construction work will take place within the urban boundary and within a registered servitude.
- ii) No Water use License approval is required.
- iii) Occupational Health and Safety Act, (Act no. 85 of 1993).and the Construction Regulations, 2014.

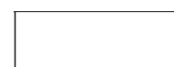
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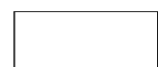

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

PART B : MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the Standard Specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

C134

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B2 SECTION 1100 : DEFINITIONS AND TERMS

B 1115 GENERAL CONDITIONS OF CONTRACT

REPLACE "for National and Provincial Road and Bridge Works", IN THE SECOND AND THIRD LINES WITH "for Road and Bridge Works for State Road Authority".

ADD THE FOLLOWING CLAUSE:

B 1156 LABOUR-OPTIMISING CONSTRUCTION

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices."

C135

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B3 SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B 1202 SERVICES

ADD THE FOLLOWING:

"Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the Works."

B 1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

ADD THE FOLLOWING:

"Before commencing construction the contractor shall align the road horizontally according to the information given on the drawings and shall establish a stake line for controlling purposes. Subsequently he shall supply the Engineer's Representative with a full set of cross-sections taken at 20m intervals along the centreline of the road. These cross-sections shall cover the full width of the road reserve. Stake-line beacons shall be clearly marked and protected during construction."

B 1209 PAYMENT

ADD THE FOLLOWING SUBCLAUSE:

"(g) Payment certificates

With reference to Clause 49 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of four sets of A4-sized paper copies."

C136

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ADD THE FOLLOWING ITEM:

B4 **SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

B 1303 **PAYMENT**

B13.01 **The Contractor's general obligations**

ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:

"The combined total bid for sub items (a), (b) and (c) shall not exceed 15% of the Bid Sum."

Should the combined total bid for subitems (a), (b) and (c) exceed 15% of the bid sum (excluding CPA, contingencies and VAT), the bidder shall state his reasons in writing for bidding in this manner.

ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of Clause 5.12.3 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 21 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

C137

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C138

B6 SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadwork's Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria). "

Add the following:

b) Road signs and barricades

ADD TO SUBCLAUSE 1503 (B) THE FOLLOWING:

"The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the bid rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in SA Road Traffic signs Manual, Volume 2, Chapter 13: Roadwork's Signage.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted.

The Contractor shall indemnify the Employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road-traffic signs, barricades, traffic-control facilities, channelization devices and warning devices.

Should the Contractor park any of his vehicles within the road reserve at night, it shall be done in such a way that the vehicle is not less than 4 m away from the edge of the road and it shall be properly illuminated and signposted to ensure safe passing by motorists."

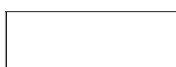
ADD THE FOLLOWING:

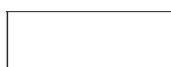
“(i) Covering of signs

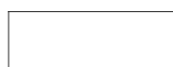
Should the Engineer so direct, any sign shall be covered so that it cannot be read at any time under any weather condition. Covers may be of any opaque material that will not damage the sign."

(b) Canalization devices and barricades

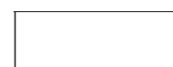
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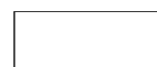

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

ADD THE FOLLOWING:

Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit, which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

- (ii) The blade shall be retro-reflectorised, with class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the Drawings or as directed by the Engineer."

e) Warning devices

ADD THE FOLLOWING:

"The following items shall be provided to the Resident Engineer and his staff:

Rotating amber flashing lights

- ii) Highly visible safety jackets

The safety jackets shall be of an approved type, as per Chapter 13: Roadworks Signage. The Contractor shall obtain the approval of the Engineer before the proceeding with the purchase of such jackets.

Where flicker lights are used on the contract they shall be bi-directional, amber warning lights of the Zenon type with a lens diameter not less than 170 mm and a flashing frequency of 75 to 95 flashes per minute.

All construction vehicles and machinery shall be fitted with working amber flashing lights. The Contractor shall provide the Engineer with the specified number of amber flashing lights, in a working condition, with a magnetic base and a cable and connection to fit a standard 12V cigarette lighter.

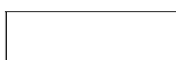
All flashing lights shall be at least 200 mm high and of the rotating parabolic type. The flashing lights fitted to the construction vehicles and machinery shall be of the mountable type.

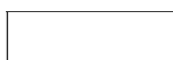
All warning devices shall be maintained in perfect working order at all times.

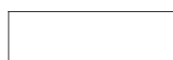
All flagmen shall be equipped with reflective clothing while operating on the road."

ADD THE FOLLOWING:

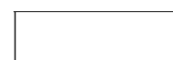
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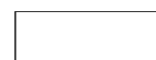

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in order to be clearly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles is manoeuvring in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances should be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

(g) Other signs or facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Chapter 13, Roadwork's Signage or 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.

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

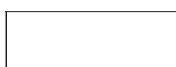
ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

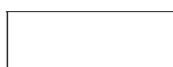
"The effective carriageway width for any two-lane traffic, accommodated either fully or partially on an existing bituminous surfaced road, shall not be less than 6,0m. No single lane traffic shall accommodate traffic on carriageways less than 3,0m wide."

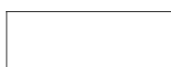
B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

DELETE THE FIFTH PARAGRAPH.

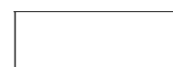
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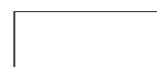

Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"Some of the work on the existing road shall be carried out in half or lesser widths. Single direction traffic will be allowed to use that surfaced half of the road that is not under construction. The length of the half width shall not exceed 1500m.

The traffic flow shall be controlled by delineators/cones. However, the Engineer may under special circumstances allow the Contractor during daytime to use flagmen with STOP and GO-RY signs.

ADD THE FOLLOWING CLAUSE:

B 1518 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

B1517 MEASUREMENT AND PAYMENT

B15.01 Accommodation of traffic and maintaining temporary deviations:

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

The unit of measurement shall be the kilometre, measured along the centre lines of the Municipal/Provincial road, the ramps from the noses and the cross roads where work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the nett distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured. When the road is rehabilitated in half-widths, payment shall be made in item B15.10 and not in item B15.01. A distinction shall also be made between accommodation of traffic on the Municipal/Provincial road and accommodation of traffic on the ramps and cross roads of interchanges.

IN THE SECOND PARAGRAPH, OMIT THE SECOND SENTENCE REFERRING TO COMPENSATION FOR THE TRAFFIC SAFETY OFFICER.

IN THE THIRD PARAGRAPH SECOND SENTENCE, OMIT THE LAST PART" OR WHEN TRAFFIC IS TAKEN OVER HALF-WIDTH CONSTRUCTION".


B15.10 Accommodation of traffic where the road is constructed in half-widths


DELETE THE LAST PARAGRAPH AND ADD THE FOLLOWING:


"The bid rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, cleaning of the trafficked lane, and other incidentals for the proper and safe handling of traffic and shall include full compensation for all additional costs and work resulting from constructing the road in half-widths.

Payment for the provision of flagmen, road signs, delineators, communication devices and traffic signals shall be made elsewhere.


C142



Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Half-width construction is defined as rehabilitation of the layers on the shoulder and one lane and only where 2 way traffic cannot be accommodated. Also, no slurry, seal and asphalt overlay works shall in any circumstances be measured in this item and shall be included in item B15.01 for the payment thereof.

C143

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B7 SECTION 1600 : **OVERHAUL**

B1602 DEFINITIONS

(a) Overhaul material

ADD THE FOLLOWING AFTER SUBCLAUSE 1602(A)(VI):

“Where gravel material is obtained from commercial sources overhaul will not be paid for separately and shall be included in the rate for procuring, furnishing and placing of the material.”

C144

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B8 SECTION 1800 : **DAYWORKS**

DAY WORK LIST

GENERAL

Contractors must complete this list, which will be used to assess the value of work that the Engineer instructs in writing to be done on a day work basis, all in agreement with clause 37.2 of the General Conditions of Contract for Construction Works, First Edition, 2004 and coupled Special Conditions of Contract. All the rates are fixed and shall be binding till the issuing of the final certificate, except for statutory increases that are announced from time to time.

LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works, First Edition, 2004 and Special Conditions of Contract. The extra allowance, applicable on Labour costs listed below, is given in the tender appendix and must not be taken into account in this list.

Overtime costs incurred by this contract shall be paid in the same proportion as the amounts actually paid to the employees.

DESCRIPTION	UNIT	RATE
Unschoolled labour	Hour	R
Half- Schooled labour	Hour	R
Pipe layer	Hour	R
Ganger	Hour	R
Foreman / Section leader	Hour	R
Brick layer	Hour	R
Plumber	Hour	R

EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of operators, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools, and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that are applicable on equipment. The Tenderer must list under each heading the make and specification of the equipment available.

C145

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DESCRIPTION	UNIT	RATE
1. Excavators		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
2. Front-end loaders		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
3. Trucks (m³ specified)		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
4. Water truck (litres specified)		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
5. Tractor & Trailer		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
6. Compressor		
.....	Hour	.....
.....	Hour	.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	UNIT	RATE
.....	Hour	.....
.....	Hour	.....

DESCRIPTION	UNIT	RATE
7. Concrete mixer(litres specified)	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
8. "Dumper"(m ³ specified)	Hour	.....
.....	Hour	.....
.....	Hour	.....
9. Water pumps		
75mm.....	Hour	.....
100mm.....	Hour	.....
150mm.....	Hour	.....
10. Compactors		
Plate	Hour	.....
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....
11. Other equipment		
.....	Hour	.....
.....	Hour	.....
.....	Hour	.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B9 **SECTION 2100 : DRAINS**

B2101 **SCOPE**

AMEND THE FIRST PARAGRAPH TO READ:

This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineer, and the test flushing of subsoil drains.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B10 SECTION 3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

ADD THE FOLLOWING TO PARAGRAPH (A):

“All negotiations with owners on whose land borrow pits are situated shall, in terms of access and haul roads and later obliteration thereof, be the responsibility of the contractor. Proposed agreements in this regard shall be to the approval of the engineer.

Negotiations for the obtaining of borrow materials and compensation to the landowners shall be undertaken by the employer or his appointed agent. The contractor shall assist the engineer in these negotiations and shall adhere to agreements made with respective landowners.”

B3103 OBTAINING BORROW MATERIALS

(c) Use of borrow materials

ADD THE FOLLOWING TO THE END OF THE SECOND PARAGRAPH:

“Compensation to landowners on whose properties borrow pits are situated and utilized on the contract will be made out of the prime cost allowed in section 3100 of the schedule of quantities.

The contractor shall make payments to relevant landowners only upon instruction of the engineer. Such payment shall include value added tax. The contractor shall obtain written proof of payments made to respective landowners.

B11 SECTION 3300 : MASS EARTHWORKS

B3312 MEASUREMENTS AND PAYMENTS

REPLACE THE FOLLOWING UNDER ITEM 33.01:

“The tendered rate shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, for transporting the material for free-haul distance of 0.5km; for preparing, processing, shaping, watering, mixing, and compacting the materials to the densities or in manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing, including transport for a free-haul distance of 10.0km”.

WITH:

“The tendered rate shall include full compensation for locating the source, procuring the material, basic selection, transporting from the source to point of where placed,



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

spreading, watering, mixing, shaping, compacting, final grading, complying with the tolerances, testing and removing and disposing of up to 5% oversize material from the road after processing, including transport for free-haul distance of 10.0km".

B12 SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

B 3402: MATERIALS

(a) General

ADD THE FOLLOWING:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

(b) Compaction requirements

Change the compaction requirements for chemically stabilized subbase material from "95% or 96%" to read "95%, 96% or 97%."

Change the compaction requirements for lower selected material from "93% or 95%" to read "90%, 93%, or 95%."

B13 SECTION 3500 : STABILIZATION

B.3503 CHEMICAL STABILISATION

ADD THE FOLLOWING:

"The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Engineer.

The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(h) Curing the stabilized work

Only methods (i), (ii) and (v) for curing and protection of the layer shall be used.

(i) Construction limitations

ADD THE FOLLOWING:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The Contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his own expense.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

B.3506 TOLERANCES

(a) Rate of application

(i) Chemical stabilizing agents

ADD THE FOLLOWING:

"Stabilizer content shall be determined by TMH 1 test method A 15(d). The coefficient of variation for each lot shall not exceed the following:

Coefficient of variation = $\frac{S_n}{X_n} \times 100$: 30 % for in place mixing and
Xn - 20 % for plant mixing

Where S_n = Standard deviation
and X_n = Sample mean"

B.3509 QUALITY OF MATERIALS AND WORKMANSHIP

AMEND THE SECOND PARAGRAPH TO READ AS FOLLOWS:

"The test results and measurements will be judged in accordance with the provisions section 8200."

ADD THE FOLLOWING TO THE FOURTH PARAGRAPH:

"The stabilized material sampled from the layer for the compaction of Modified AASHTO briquettes, shall be prepared according to TMH 1 method A16 T: i.e. discard materials coarser than a 37,5 mm test sieve, and compact according to TMH 1 method A7. The compacted specimens are used for the determination of unconfined compressive strength, indirect tensile strength, wet -dry durability and maximum dry density / optimum moisture content relationship."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B17 SECTION 5600 : ROAD SIGNS

B 5602 MATERIALS

(g) Retro-reflective material

IN THE FIRST SENTENCE, REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CKS 191."

ADD THE FOLLOWING:

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table B8118/1

(k) Black vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.

ADD THE FOLLOWING SUBCLAUSE:

"(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

B 5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

(i) Steel plate road sign boards

ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B18 SECTION 5700 : ROAD MARKINGS

B 5702 MATERIALS

(a) Paint

- (i) Retro-reflective road marking paint

ADD THE FOLLOWING:

"When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance, RL, shall be at least 150 mcd/m².lx for yellow markings."

ADD SUB-SUBCLAUSE (v)

"(v) Other roadmarking materials

The contractor may use other roadmarking materials which would ensure more durable markings and which would meet the specified performance criteria.

Such materials shall comply with a standard set by a recognised national standards institution. Information on such materials and the standards to which they comply shall be submitted to the engineer for approval prior to the materials being used.

B 5705 SURFACE PREPARATION

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH:

"The onus is on the contractor to ensure that the surface on which the road markings are to be applied are sufficiently clean, dry and non-flaky to ensure that the quality of the road markings will not be adversely affected. The contractor is also responsible for protecting road studs from being painted over."

B 5708 APPLYING THE RETRO-REFLECTIVE BEADS

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The rate of application of the beads shall be such that the coefficient of retro-reflected luminance, RL, specified in section B 5702(a)(ii) is achieved, but shall not be less than 0,34kg/m² of marking."

B 5711 GENERAL

ADD THE FOLLOWING:

"The Contractor shall ensure that all road studs which have been affected by the painting will be cleaned without damaging the lens elements of the road studs. Such cleaning will be done within 24 hours after the studs had been affected by the painting."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B 5712 FAULTY WORKMANSHIP OR MATERIALS

ADD THE FOLLOWING PARAGRAPH:

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected luminance when tested in accordance with Section B8119, the Contractor shall repaint the works at his own cost."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B19 SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B 5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadworks activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be incorporated in the tendered rates for item 59.01 of the Schedule of Quantities.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B20 SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS

B 7302 MATERIALS

Replace with the following:

(d) Concrete

Cast insitu concrete edge beams, intermediate beams or sidewalk shall be constructed in accordance with the provisions of sections 6200, 6300 and 6400.

Prefabricated kerbing and channelling shall comply with the requirements of section 2300



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B21 SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSE:

B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectometer measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B8118/1 below. The coefficients of retro-reflection are expressed in candellas per lux per square metre (cd/(lux/m²)).

TABLE B 8118/1 COEFFICIENTS OF RETRO-REFLECTION

1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminant A* (cd/(lux/m ²)) minimum							
			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I	0,33	5	10	20	35	7	3	2	50	3
II	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

*See CIE Publication 15 (E-1.3.1) "

B 8119 TESTING OF APPLIED ROAD MARKINGS

Road markings will be checked for compliance with the specifications utilising appropriate equipment and in accordance with the following standard:

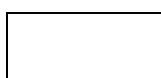
Night-time retro-reflectivity: SABS 1261: Determination of retro-reflected luminance by means of a portable retro-reflectometer. (Measurement to SABS 1261 shall be made in accordance with the 30 m measurement geometry).

(a) Sampling procedure for testing of road markings

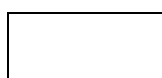
Acceptance testing shall be done per uniform section of road and will be based on a sample not exceeding 5% of the works for retro-reflective measurements.

The procedure shall be as follows:

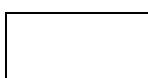
(i) Per uniform section, test locations shall be identified randomly. Each randomly selected position shall be 200m in length. At each test location the 200m section shall be marked out into four 50m long sections. One 5m length shall be selected within each 50m section and measurements shall be made on such a length. (One 200m section length shall therefore be considered as a 5% sample for a road section of 4km in length)



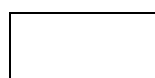
Contractor



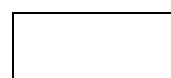
Witness 1



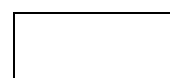
Witness 2



Employer



Witness 1



Witness 2

(ii) The following number of tests for retro-reflectivity will be done per 200m section.

(Depending on roadway cross-section).

Line location	No of tests	Sample %
Left edge line (yellow)	2	2,5%
Lane lines (white)	2	2,5%
No overtaking line (white)	4	5%
Dividing line (white)	4	5%

The following line types will be tested individually, subject to the indicated sampling rate :

Sample %	
Stop lines or yield lines	20% in total
Painted islands	2,5% of square metre

Each reported retro-reflection test will comprise the average of three (3) readings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT SPECIFICATIONS

PART C PROVISION OF THE TEMPORARY WORKFORCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROVISION OF THE TEMPORARY WORKFORCE

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 The recruitment and selection procedure of the local workers is the joint responsibility of local councillors, PLO/CLO, contractor and MCLM. The procedure will be clarified to the contractor at the beginning of the project.

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with SAFCEC or relevant legislation. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 08.02 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in SAFCEC or relevant legislation.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

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- C 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- C 09.02** The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.
- C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above.
- C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the CCMA for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

- C 10.01** 100% of paving to be subcontracted to local contractors.
- C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 COMMUNITY LIAISON OFFICER (CLO)

The employer shall appoint a Community Liaison Officer (CLO) thereof allocate the CLO to the contractor. 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.

C 11.01 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 8h00 and 17h00 and at other times as the need arises. His normal working day will extend from 8h00 to 13h00 in the morning until 14h00 to 17h00 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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 11.02 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 and as guided by relevant legislation.

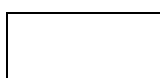
C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

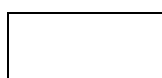
C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

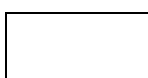
Item	Unit
C12.01 Remuneration of the Community Liaison Officer and members of the Community Liaison Committee:	
(a) Community Liaison Officer(s)	Prime Cost (PC) sum
(b) Project Steering Committee	Prime Cost (PC) sum



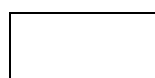
Contractor



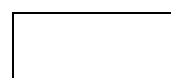
Witness 1



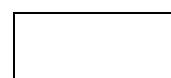
Witness 2



Employer



Witness 1



Witness 2

(c) Contractor's charge to allow for handling costs and
profit in respect of subitem C12.02(a) and (b) percentage (%)

Payment under the Prime cost (PC) sum provided in subitem C12.02 (a) and (b) to cover the employment and remuneration of the Community Liaison Officer(s) and the attendant members of the Project Steering Committee established by the Contractor, shall be effected in accordance with the provisions of Clause 6.6 of the General Conditions of Contract.

The tendered percentage in subitem C12.01(c) is the percentage of the amount actually spent under subitem C12.02 (a) and (b) that will be paid to the contractor in full compensation for the contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s) and Steering Committee.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS

PART D: PROVISION OF STRUCTURED TRAINING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS

PART D: PROVISION OF STRUCTURED TRAINING

D 01 SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected subcontractor as accepted by the Employer in terms of Clause 9 of the General Conditions of Contract.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

D 02 INTERPRETATIONS

D 02.1 Supporting documents

The conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification.

D 02.2 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

D 03 ENGINEERING SKILLS TRAINING

D 03.1 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

D 03.2 The skills training programme to be implemented by the selected subcontractor shall comply with the following minimum standards:

- (a) Be accredited by the Civil Engineering Training Authority (CETA) or other institutions recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

D 03.3 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- a) The name of the accredited training institution and programme
- b) The various aspects of each type of training comprised in the programme
- c) The manner in which the training is to be delivered
- d) The numbers and details of the trainers to be utilised.



Contractor



Witness 1



Witness 2



Employer



Witness 1









Witness 2

Details of such additional skills training shall be attached to Form H of the forms to be completed by the Tenderer.

- D 03.4 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional skills training programme, including the following:
- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
 - (b) A suitably furnished venue
 - (c) Transport of the workers as required
 - (d) Tools, equipment, and teaching aids
 - (e) Stationery and all other necessary materials.
- D 03.5 Selection of candidates
- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.
 - (b) The following will be taken into account in the selection of the workers to receive the specified training:
 - i. Previous experience (if any)
 - ii. Previous courses completed (if any)
 - iii. Module specific requirements.
- D 03.6 Duration of training
- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
 - (b) Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.
- D 03.7 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.
- D 03.08 Both the selected subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.
- D 03.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.
- D 03.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage rate for the area of the Works as indicated in Form P: Appendix to Tender.
- D 03.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognisance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D 04 GENERIC TRAINING

- D 04.01 The Contractor shall, from the commencement of the contract, implement a structured progressive training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor. Selected workers shall be trained progressively throughout the duration of the contract.
- D 04.02 The generic training programme is to be implemented by a training subcontractor to be nominated by the Engineer, upon the instruction of the Employer's Programme Manager.
- D 04.03 The Contractor shall provide with his tender, full details of any additional recognised and in-house training viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.
- Details of such additional generic training shall be attached to Form H of the forms to be completed by the Tenderer.
- D 04.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional generic training programme, including the following:
- (a) A suitably furnished venue
 - (b) Transport of the workers as required
 - (c) Tools, equipment, and teaching aids
 - (d) Stationery and all other necessary materials.
- D 04.05 All generic training shall take place outside of normal working hours.
- D 04.06 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.
- D 04.07 The Contractor shall keep comprehensive records of the training given to each worker involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course provided by the Contractor each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.
- D 04.08 No remuneration in respect of time spent undergoing training in terms of this Clause will be made to any of the workers.

D 05 ENTREPRENEURIAL SKILLS TRAINING

- D 05.01 Training needs assessments of the Contractor and his sub-contractors will be undertaken during the course of the Contract by a sub-contractor to be nominated by the Engineer, on the instruction of the Employer's Programme Manager. The training needs assessments shall have as their focus contractor development, and shall identify needs for business development, business management and technical construction management skills. Such training needs may be identified in personnel both in the permanent employ of the Contractor and/or his sub-contractors, as well as temporary employees thereof.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- D 05.02 Once the needs assessments have been completed, training to meet the needs identified in the assessment phase will be provided, again by a sub-contractor to be nominated by the Engineer, upon the instruction of the Employer's Programme Manager.
- D 05.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating personnel and subcontractors regarding attendance and participation therein.
- D 05.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- D 05.05 Following completion of the structured training, members of small, medium and micro contractors/subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.
- D 05.06 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
(a) The name of the training institution and programme
(b) The various aspects of each type of training comprised in the programme
(c) The manner in which the training is to be delivered
(d) The numbers and details of the trainers to be utilized.
- Details of such additional entrepreneurial training shall be attached to Form H of the forms to be completed by the Tenderer.
- D 05.07 The Contractor shall be responsible for the provision of the necessary items for the delivery of the entrepreneurial training programme, including the following:
(a) A suitably furnished venue
(b) Transport of the subcontractors as required
(c) Tools, equipment, and teaching aids
(d) Stationery and all other necessary materials.
- D 05.08 All specified entrepreneurial training shall take place within normal working hours.
- D 05.09 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.
- D 05.10 The Contractor shall keep comprehensive records of all training given to personnel and subcontractors involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.
- D 05.11 No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the subcontractors.

D 06 MEASUREMENT AND PAYMENT

D 06.01 Basic principles

(a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause D 04.02 of the project specifications,



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected subcontractors appointed as directed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D 06.02 Scheduled items

Payment items are included in the Schedule of Quantities for the provision of the specified training by selected subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included in the Schedule of Quantities and shall not be paid for separately.

Item		Unit
-------------	--	-------------

D 07.01 Training:

- | | | |
|------|---|-----------------|
| (a) | Technical skills | Provisional Sum |
| (b) | Generic and Management skills | Provisional Sum |
| (c) | Training venue | lump sum |
| (d) | Remuneration of workers undergoing technical skills training | Provisional Sum |
| (e) | Contractor's handling costs, profit and all other charges in respect of Sub items D 06.03(a) and (b): | |
| (i) | Technical skills | percentage (%) |
| (ii) | Generic and Management skills | percentage (%) |

Payment under sub items B12.01(a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The lump sum tendered for sub item B12.01 (c) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

Payment under sub item B12.01 (d) shall be the actual sum paid to workers undergoing technical skills training. The Contractor will not be reimbursed directly for his administrative costs, which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for sub item B12.01 (e) shall be the percentages of the amounts actually reimbursed to the Contractor under sub items B12.01 (a) and (b) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS
PART E: HEALTH & SAFETY SPECIFICATION



PS.7 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

**PS 7 HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN FOR
CONSTRUCTION WORK.**

PS 7.1 INTRODUCTION AND BACKGROUND

Background to the Occupational Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potential dangerous operation being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. **MORETELE LOCAL MUNICIPALITY** determined that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognized internationally.

To achieve this goal **Moretele Local Municipality** has prepared and published a Standard Occupational Health and Safety Specification for Construction (SOHSS). The SOHSS sets out guidelines and minimum levels of awareness and guidelines for Health and safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. **Moretele Local Municipality** is committed to ensuring the highest health and safety standards for all work undertaken on site.

Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The SOHSS specification has been prepared to include in all Tender and Contract Documents for construction work.

The employer's personnel will be responsible for the auditing of the implementation of the SOHSS and maintaining the document control and record systems associated with the SOHSS.

PS 7.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of the SOHSS is to ensure contractors submitting tenders are aware of the contractual Occupational Health and Safety performances specification. It is also there to assist towards achieving compliance with OHS law in order to reduce incidents and injuries. The SOHSS will be implemented during the whole construction phase of the project.

This will also assist in ensuring that all cost related to the compliance with OHSA, as well as this SOHSS are taken into consideration at Tender stage.

The SOHSS is a performance specification to ensure that **Moretele Local Municipality** as well as bodies that enter into formal agreement with the **Moretele Local Municipality**, Consultants, Contractors, Sub-contractors, Tenants and Concessionaries achieves an acceptable level of PHS performance.

No advice, approval of any document required by the SOHSS such as hazard identification and risk assessments action plan or any other form of communication from **Moretele Local Municipality** shall be construed as an acceptance by **Moretele Local Municipality** of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by **Moretele Local Municipality** may result from the contractor failing to comply with the SOHSS unless **Moretele Local Municipality** issued an instruction to any requirement, i.e. the contractor remains responsible for achieving the required performance levels.

PS7.2.1 REQUIREMENTS OF OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

PS7.2.2 EXTRACT FROM THE PROCUREMENT POLICY

"Where foundation slabs are set directly against the face of excavations , the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."Based on the risk assessment, the principal contractor shall develop a set of site –specific OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to **Moretele Local Municipality** before construction on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

commences. Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

All variations to the scope of work shall similarly be subjected to a risk assessment process.

2.1 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide Moretele Local Municipality, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3

2.2 Legal Requirements

A principal contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.

The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.







Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

2.3 Structure and Responsibilities

2.3.1 Overall Supervision and responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(9), 5(10) and 5(12) includes in his agreement with such contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his /her /their respective appointment forms.

2.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Drivers/Operators of Construction Vehicles /Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
First Aiders	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork and Support work Supervisor	(Construction Regulation 10)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General safety Regulation 13A)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS ACT Section 19)
OH&S Officer	(Construction regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Stacking Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)

The principal contractor shall, furthermore, provide Moretele Local Municipality with an Organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7) OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a check list and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

2.4 Administrative Controls and the Occupational Health and Safety File

2.4.1 The OH&S File (Construction Regulation 5 (7))

As required by Construction regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhausted and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID insurer (Construction Regulation 4 (g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction regulation 5 (1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 5 (8))
- A list of contractors (sub-contractors) including copies of the agreement between the parties and the type of work being done by each contractor (Construction Regulation 9)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Appointment/designation forms as per paragraph 2.1.1 and 2.1.2
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Batch plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver /user
 - Designer's inspection of structure record
 - Excavations inspection
 - Fall protection inspection register
 - First aid box contents
 - Fire equipment inspection and maintenance
 - Ladder inspections
 - Lifting equipment register
 - Machinery safety inspection register (incl. machine guards, lock-outs etc.)
 - Stacking and storage inspection
 - All other applicable record including traffic safety officer reports.

Moretele Local Municipality will conduct an audit on the OH&S file of the principal contractor from time- to- time.

2.5 Notification of Construction Work (Construction Regulation 3)

The principal contractor shall, where the contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to Moretele Local Municipality for record keeping purposes.

2.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to doing the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

2.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultations with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors' most senior manager on site shall be required to attend all OH&S meetings.

2.8 Checking, Reporting and Corrective Actions

2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))

Moretele Local Municipality will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S PLAN.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.8.2 Other Audits and inspections by Moretele Local Municipality.

Moretele Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

2.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as of with this specification.

2.8.4 Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drives, operators and users must conduct daily inspections before start-up.

2.8.5 Recording and Review of inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she /they had to be investigation shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section24 (1) (b) & (c) of the act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

2.10 Reporting

The principal contractor shall provide Moretele Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.0 OPERATIONAL CONTROL

3.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- To be conversant with Regulations 8 to 29 (inclusive)
- To comply with their provisions
- To include them in his OH&S plan where relevant.

3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

3.3 Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall 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 shall 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is a further requirement that the contractor maintains the said equipment, that he instructs and trains the employees in the use of equipment and ensure 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 principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

3.4 Other Regulation

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

3.5 Public Health & Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers.

This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passersby to the site

4.0 PROJECT/SITE SPECIFIC REQUIREMENTS

4.1 Baseline risk Assessment

ACTIVITY	HAZARD	RISK	MEASURES REQUIRED
Site Establishment	Heavy Lifting	Injuries and strains	Procedures Equipment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			Training PPE
	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Dust	Inhalation	Procedures PPE
	Snakes and spiders	Poisonous bite can cause death	Procedures Emergency plan
Offloading Equipment and materials	Heavy lifting	Injuries strains	Procedures Equipment Training PPE
	Collapsing loads	Injuries, crushing, strains and death	Procedures Training PPE
Excavations	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Collapsing side walls	Injuries, crushing, strains and death	Procedures Equipment Training PPE Sloping or shoring
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Open trenches	Falling into causing injuries and death	Procedures Barricading Training PPE CLO involvement
	Moving Plant	Injuries, crushing, strains and death	Traffic Management Procedures Training
	Compressor and jackhammer	Injuries, vibration sickness, WRULD	Training PPE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Backfilling and layerworks	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Pedestrian and children	Injuries, crushing, strains, death	Traffic Management Procedures Training
Compacting	Vibration of equipment	Injuries and WRULD	Traffic Management PPE
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
Presence of visitors and members of the public	Moving Plant and equipment	Injuries, crushing, strains and death	Traffic Management Procedures Training
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Collapsing structures and support	Injuries, crushing, strains and death	Procedures Equipment Training PPE
	Water filled trenches	Injuries and death	Protection, Prevention

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			Procedures
Brickwork	Heavy lifting	Injuries and strains	Procedures Training PPE
	Ergonomics and posture	Strains and Injuries	Procedures Training PPE
	Collapsing scaffold structures	Injuries, crushing, strains and death	Procedures Equipment Training PPE
	Work at heights	Injuries and death	Fall protection plan Procedures Equipment, Training PPE Medicals
Moving vehicles and plant	Traffic accidents	Injuries, crushing, strains and death	Traffic Management Procedures Training
Sub-contractors	Same hazards as main contractor	Same risks as main contractor	Main-contractor to ensure sub-contractor adhere to all OHS requirements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



AGREEMENT WITH MANDATORY

In terms of section 37 (1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

(Herein after referred to as the "CLIENT")

AND

(Herein after referred to as the "CONTRACTOR")
Each page as well as each change made to be initialed

DEFINITION OF MANDATORY

Includes an agent, a Contractor or Subcontractor for work, but without derogating from his status in his own right as an Employer or User.

Section 37 (1)

Whenever the employee does or omits to do any act which it would be an offence in terms of this Act or the employer or such employee or a user to do or omit to do, then unless it is provided that:-

- a) In doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- b) It was not under any condition or in any circumstances with the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omissions charged, and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) all reasonable steps were taken by the employer or such user to prevent any act or omission of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do the Act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omissions of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

Section 317(2)

The provision of subsection (1) shall mutates mutandis apply in the case of a mandatory of employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of Section 37 (2) of the OHS Act 85 of the 1993, I _____

Representing _____ responsible for carrying out
(Contractor Company Name)

_____ at _____
(describe activity) (contract/site name)

I undertake to ensure that the regulations and provisions of the OHS Act and construction regulations are complied with.

SIGNATURES:

Contractor Representative

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Client Representative

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**APPOINTMENT
CONSTRUCTION REGULATION 5 (1)(K)**

In terms of the above-mentioned regulation:

The contractor shall submit the following for approval before commencement of any construction work and shall commence with activities only after approval:

Letter of Good standing. CR 7(1)(c)(iv)

Health and Safety file with Health and Safety plan. CR 7(1)

Required appointment letters of relevant responsible persons with proof of competency. CR 8

Risk assessment of anticipated activities to be performed on this project. CR 9

_____ (full names) representing

_____ (Client) appoint

_____ (Contractor company name) to carry

out the following work: _____

on project: _____

Signature: _____

(Client representative)

Date: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ACCEPTANCE

_____ representing _____
(Contractor company name)

Accept this appointment. I am familiar with Occupation Health and Safety Act and construction Regulations as well as the associated duties and responsibilities of this appointment.

Signature: _____
(Contractor representative)

Date: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

COMPLIANCE WITH HEALTH & SAFETY REGULATIONS 2003

PRINCIPAL CONTRACTORS (PC)

1. The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:
 - a) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
 - b) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
 - c) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
 - d) 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 on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
2. The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work should not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. For less than 50 employees a fulltime safety representative will be present at all times on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager conduct meetings with all their staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel shall attend safety induction courses under the supervision of the H&S manager.
9. The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. And adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

11. The PC shall see that work is only executed by people trained for the particular task.
12. All safety equipment shall be SABS approved and under no circumstances shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers shall be attending safety courses on a regularly basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task, which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to regular rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security-restricted areas, the PC will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present on site, the PC will allow for adequate shower facilities on site.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager or Safety Representative immediately, or to the Clerk of Works.
27. Unauthorized or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager or Safety Representative or Site Supervisor immediately.
28. The PC shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5° Celsius. Should the designer and the PC decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the PC to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practice such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.



Contractor



Witness 1



Witness 2



Employer



Witness 1

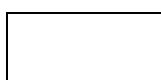


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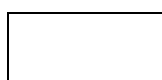
49. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any vehicles that do not comply to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigate. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the PC and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority. Positions of services identified shall then be verified by opening by hand, not by machine.

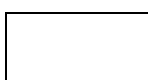
Particular care shall be taken not to damage these services. Electrical services are inherently dangerous and shall be opened by skilled people only. These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.
61. Access to excavations shall only be by means of ladders of stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate



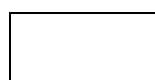
Contractor



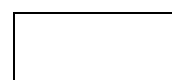
Witness 1



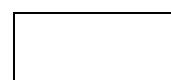
Witness 2



Employer



Witness 1



Witness 2

- Non-smoking areas on site
- Safety exits / Emergency exits from buildings under construction
- Stairs (temporary and permanent works)
- Toilets
- Fire-fighting equipment
- Workmen busy with equipment
- Fire assembly points
- Fire escapes
- Areas where members of the public are not allowed
- First aid room

66. Members of the public visiting the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the PC is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
70. A checklist of all Health and Safety activities that may be required under this tender is included. It will be expected from the tenderer to implement all of the requirements listed. An item is included under the P&G's Section of the Schedule of Quantities allowing the tenderer an opportunity to price all of the measures to be executed and formalized on site and must be completed in full.

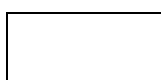
This work is subdivided into a fixed cost allowance and a time based cost that will be paid out pro-rata to time lapsed on the contract.

Note: Significant changes have been made to the OSH Act and the Contractor must familiarize himself with the changes and preferably obtain a copy of the Act from the Department of Labour.

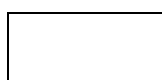
71 MEASUREMENT AND PAYMENT

- 71.1 Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

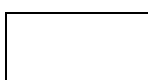
All of the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall be deemed to be included in the rates tendered for the items of work listed below.



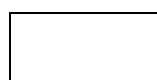
Contractor



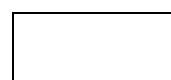
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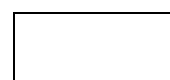
Witness 2



Employer



Witness 1



Witness 2

Item	Unit
E12.01 Occupational Health and Safety Requirements	
(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (i) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (ii) The contractor has made the required initial appointments of employees and sub-contractors.
- (iii) The client has approved the contractor's Health and Safety Plan.
- (iv) The contractor has set up his Health and Safety File.

(b) Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month
--	-------

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item E 23.01 has been made.

(c) Submission of the Health and Safety File	Lump Sum
---	----------

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**OCCUPATIONAL HEALTH & SAFETY ACT 1993 (ACT 85 OF 1993) CONSTRUCTION REGULATIONS
2003**

CHECKLIST

(All items to be allowed for in the Schedule of Quantities Item)

No	Description	Noted <input checked="" type="checkbox"/>
1	<u>NOTIFICATION OF CONSTRUCTION WORK</u> Allow for the costs on notification of the Provincial Director of Construction Work Regulation 3	
2	<u>PROGRAM</u> Allow for costs on setting up Health and Safety Program including a file on Site - Regulation 4 & 5 containing the following information: Copy of Construction Regulations Copy of Tender Document Copy of drawing Notification of construction work Letters of appointment Company safety Policy Company Organigram Notice in respect of machinery Ten commandments of safety Emergency telephone numbers List of subcontractors Proof of Regulation with COID Insurer Training material Risk Assessment and method statements Registers specified elsewhere Safe work procedures This file will be a lever arch file with original color documents of acceptable standards. This file will be expanded during the project as and when required by the client	
3	<u>IDENTIFICATION CARDS</u> Allow for the costs of identification cards number for employees	
4	<u>RISK ASSESSMENT</u> Allow for the cost to carry out a Risk assessment	
5	<u>SUPERVISORS</u> Allow for the appointment of employees as fulltime construction supervisors	
6	<u>HEALTH AND SAFETY INDUCTION TRAINER</u> Allow for the appointment of a H&S induction trainer	
	<u>EXCAVATION INSPECTOR</u> Allow for the appointment of a full time excavation inspector	
9	<u>CONCRETE MIXER INSPECTOR</u> Allow for the appointment of a full time inspector for a concrete mixer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10	<u>HAND TOOL INSPECTOR</u> Allow for the appointment of a full time Hand Tool Inspector	
12	<u>LADDER INSPECTOR</u> Allow for appointment of full time ladder inspector	
13	<u>SCAFFOLD INSPECTOR & SUPERVISOR</u> Allow for the appointment of a full time scaffold inspector and supervisor	
14	<u>STACKING AND STORAGE</u> Allow for the cost of a competent person to supervise all stacking and storage	
15	<u>SHE REPRESENTATIVE</u> Allow for the appointment of SHE Representative to be permanently on site	
16	<u>ACCIDENT INVESTIGATOR</u> Allow for the appointment of a accident investigator	
17	<u>SHE INSPECTOR</u> Allow for the appointment of a SHE Inspector to do monthly inspections (as control on SHE Representative)	
18	<u>FIRE EQUIPMENT INSPECTOR</u> Allow for the appointment of a full time fire Equipment Inspector	
19	<u>TRAINING COURSES</u> Allow for the cost of setting up training courses: Induction Training Training on construction vehicles and mobile plant First Aid level 1 Fire fighting level 1 Toolbox Talks	
20	<u>FIRE FIGHTING EQUIPMENT</u> Provide 3kg fire fighting equipment suitable for each electrical fires on each site	
	<u>FIRE FIGHTING EQUIPMENT INSPECTION CERTIFICATES</u> Allow for cost of obtaining inspection certificate each of fire fighting equipment	
22	<u>FIRST AID</u> Allow for the cost of a basic First Aid Kit and Stretcher	
23	<u>SIGNS</u> Allow for the erection of suitable number of signs prohibited Area - TR 208 Men at Work TW - 336	
24	<u>BARRICADING</u> Allow for the erection of 1.2m high Dayglo mesh or similar to fence off the construction site	



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

25	<u>PERSONAL PROTECTIVE CLOTHING</u> <ul style="list-style-type: none"> ▪ Hardhats ▪ Shoulder length PVA gloves ▪ Plastic Trousers ▪ Safety Goggles & Earmuffs ▪ Dust Mask ▪ Safety Shoes ▪ Gumboots ▪ Leather Aprons 	
26	<u>MEDICAL TEST</u> Allow for the cost of medical fitness tests for all operators on mobile plant and construction vehicles	
27	<u>SAFE WORK PROCEDURES</u> Allow for the cost of setting up safety work procedures by a competent person	
28	<u>WELFARE FACILITIES</u> Make a provision for 2 x mobile toilets, 1 x shower, changing facilities and a sheltered eating area	
29	<u>REGISTERS</u> Allow for the cost of obtaining original register on the following items: <ul style="list-style-type: none"> ▪ Personal protective clothing issued ▪ Compaction machinery checklist ▪ Concrete mixer daily checklist ▪ Daily vehicle pre-ignition checklist ▪ Dumper daily checklist ▪ Mini dumper daily checklist ▪ TLB daily checklist ▪ Hand tool checklist ▪ PRM016 Scaffolding safety harness register ▪ Register of trained operators ▪ Lockout request form 	
	<ul style="list-style-type: none"> ▪ Lockout permits 	
	<ul style="list-style-type: none"> ▪ PRM010 - Ladder, fixed and portable 	
	<ul style="list-style-type: none"> ▪ PRM068 - SHE incident investigation 	
	<ul style="list-style-type: none"> ▪ PRM012 - Portable electrical equipment 	
	<ul style="list-style-type: none"> ▪ PRM007 - SHE Representative monthly inspection 	
	<ul style="list-style-type: none"> ▪ Hygiene Facility inspection register 	
	<ul style="list-style-type: none"> ▪ Motor vehicle accident report 	
	<ul style="list-style-type: none"> ▪ PRM018 - First Aid equipment 	
	<ul style="list-style-type: none"> ▪ PRM006 - Fire extinguishing equipment 	
	<ul style="list-style-type: none"> ▪ Register of trained fire fighters 	
	<ul style="list-style-type: none"> ▪ Register of trained employees in first Aid 	
	<ul style="list-style-type: none"> ▪ Trainee attendance 	
	<ul style="list-style-type: none"> ▪ Environmental checklist 	



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

(c) Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5 (a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

(b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

6 Exact physical address of the construction site or site office:

7 Nature of the construction work:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site. _____
12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

-
-

Principal Contractor

Date

Client

Date

*THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR
PRIOR TO COMMENCEMENT OF WORK ON SITE.*

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER
PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF
WORK



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATIONS
PART F: HIV/AIDS SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS

PART F: HIV/AIDS SPECIFICATION

F 01 SCOPE

F 01.1 This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

F 01.2 Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections, and the closest health service providers

F 01.3 Informing Workers of their rights with regard to HIV/AIDS in the workplace

F 01.4 Providing Workers with access to condoms and other awareness material that will enable construction Workers to make informed decisions about sexual practices

F 02 DEFINITIONS AND ABBREVIATIONS

F 02.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops presented by a Service Provider, which has been approved by the Representative/Agent

Worker: Persons in the employ of the Contractor or under the direction or supervision of the Contractor or any of his sub-contractors, who are on site for a minimum period of 30 days in all

F 02.2 Abbreviations

HIV : Human Immunodeficiency Virus
AIDS : Acquired Immune Deficiency Syndrome
STI : Sexually Transmitted Infection

F 03 BASIC METHOD REQUIREMENT

F 03.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

F 03.2 The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regards to HIV/AIDS awareness. The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Department's Tender Committee, the Contractor shall make available an appropriate venue that will be conducive to education and training.

F 03.3 The Service Provider Workshop Plan shall address, but will not be limited to the following:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (a) The nature of the disease;
- (b) How it is transmitted;
- (c) Safe sexual behaviour;
- (d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- (e) Attitudes towards other people with HIV/AIDS;
- (f) Rights of the Worker in the workplace;
- (g) How the awareness champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively;
- (h) How the Service Provider will support the awareness champion;
- (i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- (j) How the workshops will be presented, including frequency and duration;
- (k) How the workshops will fit in with the construction programme;
- (l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- (m) How the video will be used;
- (n) How the Service Provider will elicit maximum participation from the Workers;
- (o) A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

F 04 HIV/AIDS AWARENESS EDUCATION AND TRAINING

F 04.1 Workshops

The Contractor shall ensure that all the Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

F 04.2 Recommended practice

Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a next session.

An attendance register should be kept by the Service Provider at every workshop and should be handed to the Department's Project Manager on a monthly basis together with Process Indicator Forms.

Service Providers

A data base of recommended Service Providers is available from the Department of Public Works, Private Bag X65, Pretoria, 0001, located at the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria and at all Public Works Regional Offices

HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

(a) UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids you will find the HI virus.
2. Describe how HIV/AIDS can be transmitted.
3. Demonstrate your ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus to enter the blood stream.

Assessment Criteria:

1. Report on how you could minimise your risk of HIV/AIDS infection.
2. Report on precautions that can be taken to prevent HIV/AIDS infection.
3. Explain or demonstrate how to use a male and female condom.
4. List of factors that could jeopardize the safety condoms provide against HIV/AIDS transmission.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe kinds of testing for HIV/AIDS infection.
2. Report on why voluntary testing is important.
3. Report on why pre- and post-test counselling is important.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS.
2. Describe nutritional needs of people living with HIV/AIDS.
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
4. Explain the need of counselling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
4. Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regards to HIV/AIDS

After studying and understanding this unit the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace.
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

F04.3 Displaying of plastic laminated posters and distribution of information booklets

- (a) The Contractor shall obtain a set of four posters conveying different key messages, and information booklets from the Construction Industry Development Programme Unit (CIDP), Room A520 located in the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria or at all Regional Offices of the Department of Public Works. The postal address is the Department of Public Works, Private Bag X65, Pretoria, 0001.
- (b) The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (c) Posters or display stands shall be displayed on site as soon as possible but not later than 14 days after the date of site hand over.
- (d) Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.
- (e) The posters on display should always be intact, clear and readable.
- (f) Information booklets must be distributed to all Workers as soon as possible but not later than 14 days after site hand over, or as soon as the Worker joins the site.

F05 PROVIDING WORKERS WITH ACCESS TO CONDOMS

F05.1 The Contractor shall provide and maintain condom dispensers and make both male and female condoms complying with the requirements of SABS ISO 4074 available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the local clinic or the Department of Health.

F05.2 At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary to ensure that condoms are available within 14 days of site hand over.

F05.3 Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

F06 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

F06.1 The Contractor shall provide the Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics should be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

F07 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

F07.1 Within 14 days of site hand over the Contractor shall appoint an Awareness Champion, from, amongst the Workers, who speaks and understands all the languages spoken by the Workers and he/she shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive way.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organising awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

F08 MONITORING

F08.1 The Contractor shall grant to the Representative/Agent reasonable access to the construction site in order to conduct unannounced site visits in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- F08.2** The Representative/Agent shall conduct the site visits with the least possible disruption to the Contractor's daily routine.
- F08.3** Contractors must report problems that they experience in implementing the HIV/AIDS requirements to the Representative/Agent.
- F08.4** The SITE CHECKLIST shall be completed and submitted at every construction progress inspection to the Representative/Agent.
- F08.5** The SERVICE PROVIDER REPORT shall be completed and submitted on a monthly basis to the Department's Project Manager through the Representative/Agent
- F08.6** The Contractor shall, at the end of the contract, complete and submit a close out programme report CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C)

F09 MEASUREMENT AND PAYMENTS

- F09.1** It is required of tenderers to thoroughly study the HIV/AIDS Specifications of the Department that must be read together with and is deemed to be incorporated in the Schedule of Quantities. Provision for pricing of HIV/AIDS awareness must be made under Item F10.01 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder as the said item represents the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.
- F09.2** Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative /Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATIONS

PART G : GENERIC LABOUR-INTENSIVE SPECIFICATION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATIONS

PART G : GENERIC LABOUR-INTENSIVE SPECIFICATION

G1 SCOPE

This specification establishes general requirements for activities, which are to be, executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

G2 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

G3 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 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 gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg, which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

G4 LABOUR INTENSIVE WORKS

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 tampers

- To 90% Proctor density;
- Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified, as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material, which presents the possibility of danger or injury to workers, shall not be excavated by hand.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off- loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATIONS

PART H : ENVIRONMENTAL MANAGEMENT PLAN



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PROJECT SPECIFICATIONS

PART H : ENVIRONMENTAL MANAGEMENT PLAN

H 01 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C1. H 02 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the NHBRC.

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the North West Department of Environmental Affairs and Tourism, (NWDEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C2. H 03 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme as may be required from time to time.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water
Destruction or removal of fauna and flora and effect on biological diversity
Deformation of the landscape
Soil erosion
Destruction of historical/heritage sites
Effect on the built environment
Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3. H 04 LEGAL REQUIREMENTS

H04.01 General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

H04.02 Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C4. H 05 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

H05.01 Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

H05.02 Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

H05.03 Good Housekeeping

Contractor shall undertake "good housekeeping" practices during construction as stated subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C5. H06 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

The importance of conformance with all environmental policies

The environmental impacts, actual or potential, of their work activities

The environmental benefits of improved personal performance;

Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;

The potential consequences of departure from specified operating procedures;

The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C6. H 07 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C7. H 08 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

H 08.01 Site Establishment

H 08.01.01 Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablation facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

H 08.01.02 Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

H 08.01.03 Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

H 08.01.04 Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site. All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

H 08.01.05 Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

H 08.02 Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

H 08.03 Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

H 08.03.01 Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

H 08.03.02 Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

H 08.03.03 Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

H 08.04 Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop)

H 08.04.01 Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

H 08.04.02 Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

H 08.04.03 Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any



Contractor



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Witness 2



Employer



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Witness 2

leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

H 08.04.04 Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

H 08.05 Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

H 08.06 Soil Management

H 08.06.01 Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

H 08.06.02 Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

H 08.07 Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

H 08.08 Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

H 08.08.01 Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

H 08.08.02 Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the



Contractor



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Witness 2



Employer



Witness 1



Witness 2

measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

H 08.08.03 Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

H 08.08.04 Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

H 08.08.05 Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

H 08.09 Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

H 08.10 Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

H 08.11 Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

H 08.11.01 Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

H 08.11.02 Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

H 08.12 Noise Control



Contractor



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Witness 2



Employer



Witness 1



Witness 2

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

H 08.13 Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

H 08.14 Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C8. H 09 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C9. H 10 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

H 10.01 Unnecessary removal or damage to trees

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|---|---|------------------|
| • 2600mm girth or less | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth | : | R30 000 per tree |

H10.02 Serious violations:

Contractor

Witness 1

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Employer

Witness 1

Witness 2

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| • Hazardous chemical/oil spill and/or dumping in non-approved sites. | : | R10 000 per incident |
| • General damage to sensitive environments. | : | R 5 000 per incident |
| • Damage to cultural and historical sites. | : | R 5 000 per incident |
| • Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). | : | R1 000 to R5 000 per incident |
| • Unauthorised blasting activities. | : | R 5 000 per incident |
| • Pollution of water sources. | : | R 10 000 per incident |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

H10.03 Less serious violations:

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|--|--------------------|---------------------|
| • Littering on site. | : | R1 000 per incident |
| • Lighting of illegal fires on site. | : | R1 000 per incident |
| • Persistent or un-repaired fuel and oil leaks. | : | R1 000 per incident |
| • Excess dust or excess noise emanating from site. | : | R1 000 per incident |
| • Dumping of milled material in side drains or on grassed areas: | | R1 000 per incident |
| • Possession or use of intoxicating substances on site.: | R 500 per incident | |
| • Any vehicles being driven in excess of designated speed limits. | : | R 500 per incident |
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | : | R2 000 per incident |
| • Illegal hunting. | : | R2 000 per incident |
| • Urination and defecation anywhere except in designated areas. | : | R 500 per incident |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C10. H 11 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

H 11.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes:

- | | |
|---|-------------|
| (a) 2600mm girth or less | number (No) |
| (b) Greater than 2600mm, but less than 6180mm girth | number (No) |
| (c) Greater than 6180mm girth | number (No) |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause H 10.01

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Unit
H 11.01	Contractor's time related obligations in respect of Environmental management plans and specifications	month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the environmental management plans and specifications which are mainly a function of time. This includes inter alia payment of all costs of the approved designated environmental office (DEO) and other staff contemplated in the administration of the environmental obligations, including the transport of employees on site. Payment will be monthly.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Exhaust fumes Washing waste				
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancilliary roadworks	Waste treatment Hazardous waste	Selection of site	Selection of site	Preserve indigenous vegetation	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Water supply Spillage Storage	Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4

SITE INFORMATION

C4.1Site information	C4.2
C4.2 Schedule of Drawings	C4.3

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.237

C4.1 SITE INFORMATION

1. SITE INSPECTION

In terms of the Standard Conditions of Tender and the Tender Data, the Contractor is to attend compulsory visit to the site and a clarification meeting on the date and time as stipulated in the Tender Notice and Invitation to Tender.

In this regard, the contractor shall be deemed to have inspected and examined the site and its surroundings, have gathered the information available in connection therewith and have satisfied himself before submitting his tender (as far as is practicable) as to:

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

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

2. GEOLOGY, SITE CONDITIONS

The area is generally surfaced with brown soil and imported weathered Dolerite and underlain by the Irrigasie Formation which is mainly siltstone, sandstone and mudstone. The in-situ materials consist of clayey soils

3 ACCESS TO SITE AND RESTRICTIONS

The site is easily accessible from local roads.

4 EXISTING SERVICES, SERVITUDES AND WAY LEAVES

Most of the positions of existing underground services are known. The services must be located by hand. Should the Contractor find underground services; the Engineer must be notified immediately. The Engineer shall assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The attention of the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

5 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

6 NATURE OF GROUND AND SUBSOIL CONDITIONS

Geotechnical investigations shall be performed to determine the nature of ground and subsoil conditions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4.2

SCHEDULE OF DRAWINGS

LIST OF PLANS FOR TENDERING PURPOSES ONLY

The Drawings listed below bound in a separate book are for tender purposes only. The work shall be carried out in accordance with the Contract Drawings which will be issued to the successful tenderer and which will form part of the Contract Document.

DRAWING NO 1,3KM ROAD	DESCRIPTION
SML-029-002-001-T-00	RAOD 1A – Layout and long section
SML-029-002-002-T-00	ROAD 1A – Stormwater channel layout and long section
SML-029-002-003-T-00	ROAD 1A & 1B - LAYOUT
SML-029-002-003-T-00	CONTRACT NAME BOARD
SML-029-002-004-T-00	TYPICAL CROSS SECTION
SML-029-002-006-T-00	RAOD 1B – Layout and long section
SML-029-002-005-T-00	SPEED HUMP DETAILS

Contractor

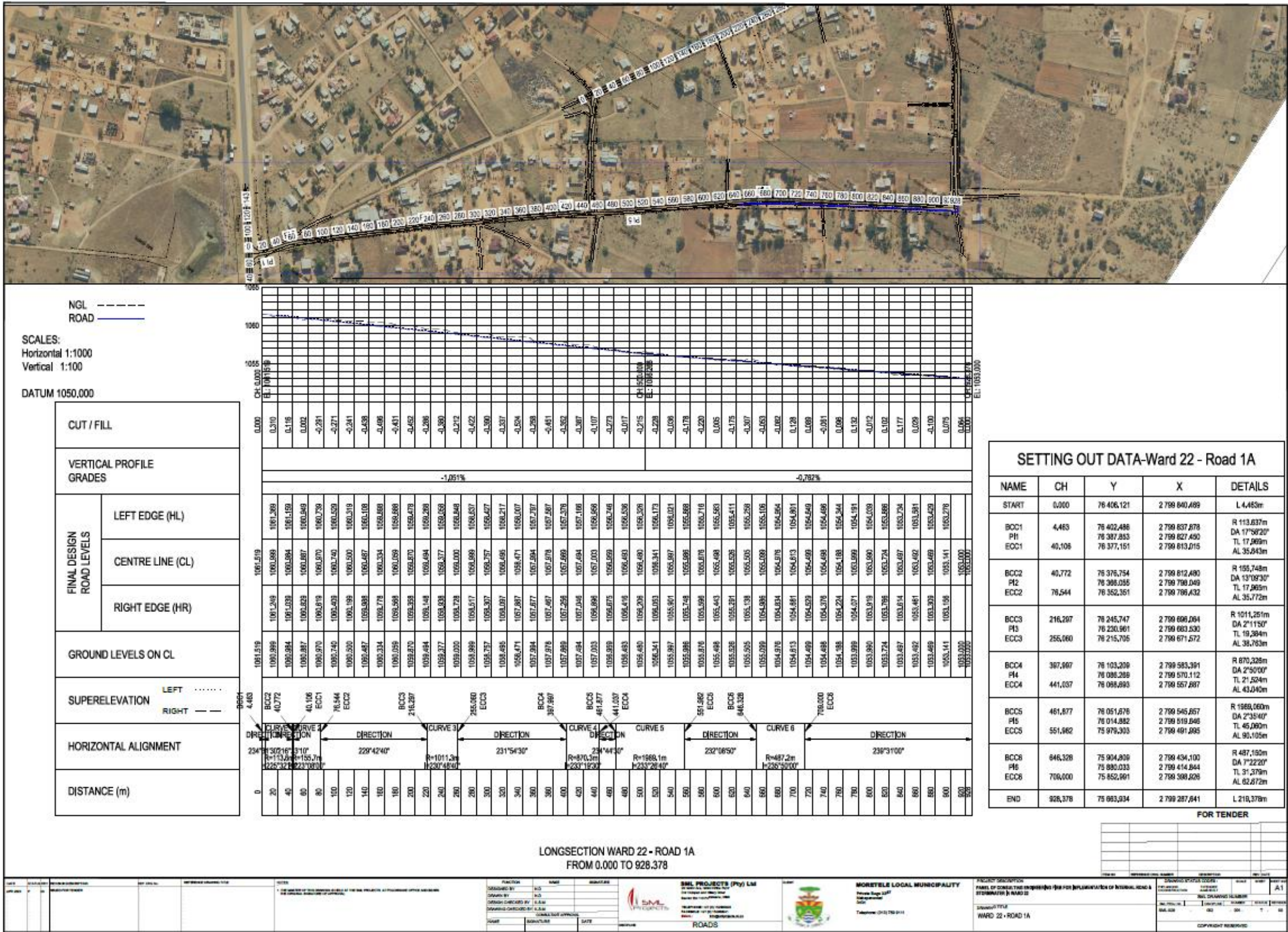
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

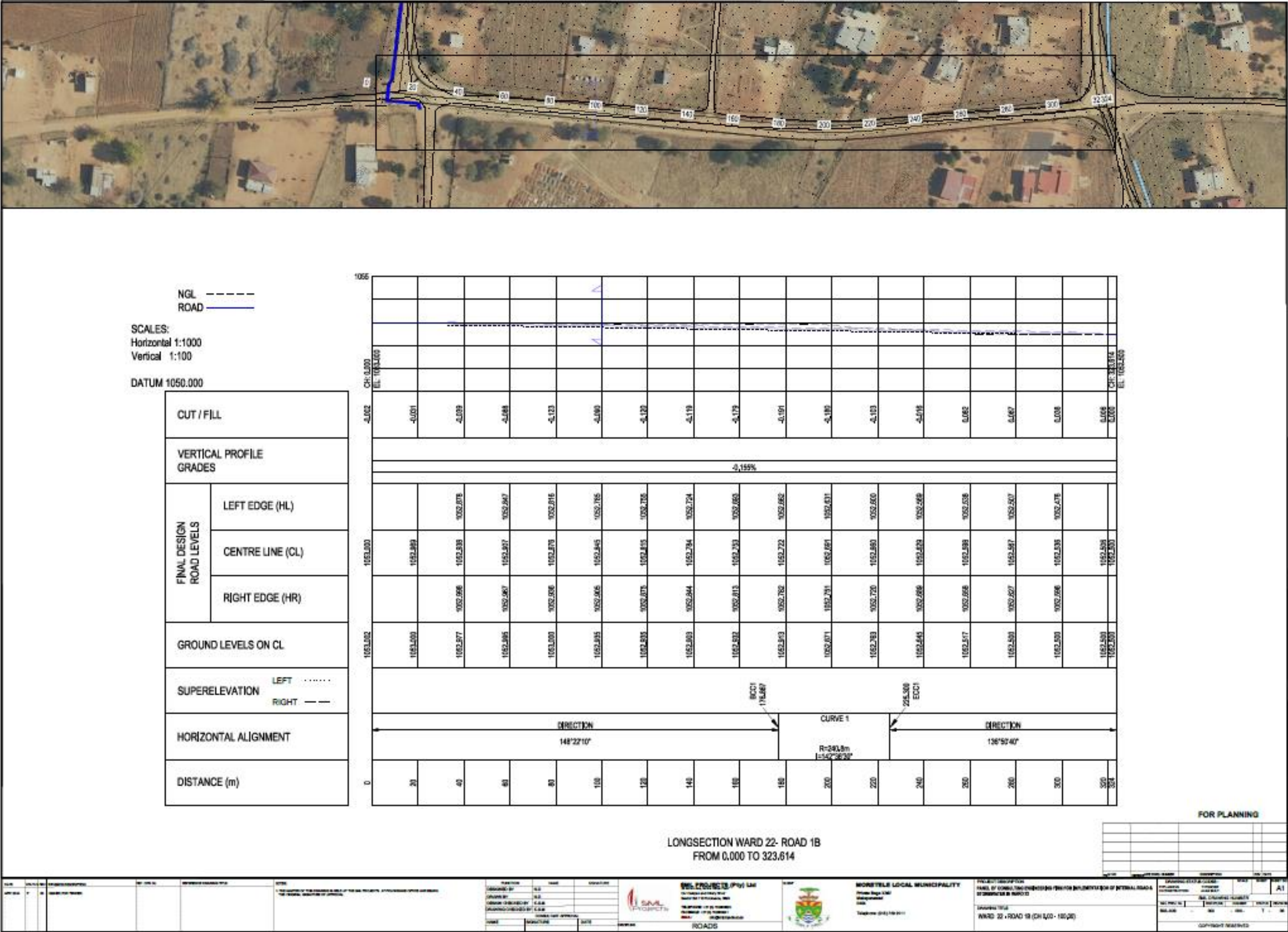
Witness 2

Employer

Witness 1

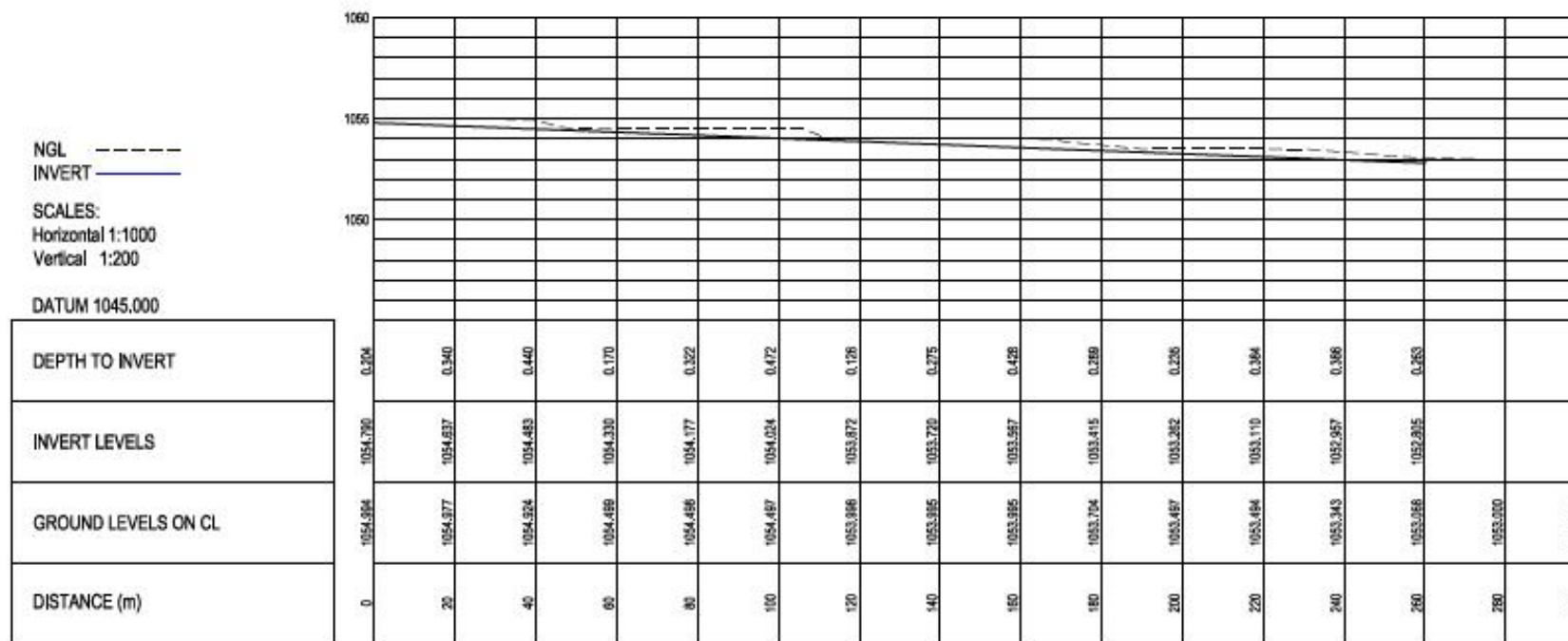
Witness 2

C4.240



Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

C4.241



FOR TENDER

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Witness 2

C4.242



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.244

