



TENDER NUMBER: DRT 05/06/2022

THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

PROCUREMENT DOCUMENT

JULY 2023

ISSUED BY:

HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND TRANSPORT
PRIVATE BAG X83
MARSHALLTOWN
2107

NAME OF TENDERING ENTITY:.....

ADDRESS:

TEL NO. FAX NO.

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX:

BILL A:	BENONI REGION	R.....
BILL B:	BRONKHORSTSPRUIT REGION	R.....
BILL C:	KRUGERSDORP REGION	R.....
BILL D:	PRETORIA REGION	R.....
BILL E:	VEREENIGING REGION	R.....



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

CONTENTS

Colour

THE TENDER

PART T1 : TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER	White
T1.2	TENDER DATA	Pink

PART T2 : RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow
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	White
C1.3	OTHER CONTRACT FORMS	White

PART C2 : PRICING DATA

C2.1	PRICING INSTRUCTIONS	Yellow
C2.2	BILL OF QUANTITIES	Yellow

PART C3 : SCOPE OF WORK

C3.1	SCOPE OF WORK	Blue
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PART C4 : SITE INFORMATION

C4.1	SITE INFORMATION	Green
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GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

Part T1.1 Tender Notice and Invitation to Tender

The Department of Roads and Transport of the Gauteng Provincial Government invites tenders for

**TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES,
INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE
GAUTENG PROVINCE**

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 05/06/2022	The supply and application of herbicides, insecticides, and rodenticides for a period of three years: all 5 regions in the Gauteng province	Venue: Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street Koedoespoort Pretoria Date: 20 November 2023 Time: 10h00 NB: Failure to attend site briefing will result in disqualification	Date: 07 December 2023 Time: 11h00 Tender Box: Gauteng Department of Roads and Transport, Ground floor, Life Centre Building. 45 Commissioner Street, Johannesburg. Tenderers are advised to timeously submit documents earlier than closing date to avoid crowding.

			Public in-person bid opening is prohibited. Tenderers are advised to regularly check e-Portal and Departmental Websites for publications and communication regarding bid opening.
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COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents will render the bidder's tender disqualified:

- Construction Health and Safety Officer must be registered with SACPCMP as a Professional Construction Health and Safety Officer. The prospective bidders must submit proof of registration with the mentioned professional bodies, or the applicable registration number must be attached/submitted as part of the bidder's tender documents. **(Only a Safety Officer with valid registration as a construction health and safety officer with SACPCMP will be considered).**
- Complete, sign and submit SBD forms, SBD 4 and SBD 6.1 which form part of the tender document.
- Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
- In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document.
- Licence for Pest Control Operator in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983 issued by the Department of Agriculture.

NB: Bidders who are listed on the National Treasury's register of tender defaulters and restricted suppliers will be automatically disqualified.

OTHER KEY RETURNABLES:

- Tax Compliance Status Pin
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Certified ID Copies of company members and shareholders
- CSD report or MAAA number

FUNCTIONALITY EVALUATION:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality is as follows:

FUNCTIONALITY CRITERIA			
Key Personnel (Max 40 points) Bidders must complete T2.1 (form B1) attached in the bid documents for key personnel and MUST clearly indicate application of herbicides, insecticides and rodenticides experience, project description, duration and contactable references. NB: Failure to complete T2.1 (form B1) will result in the bidder scoring zero points). One key personnel must be appointed/utilized for one position.	Company experience (Max 40 points) Experience in application of herbicides, insecticides and rodenticides projects on Municipal, Provincial and National Roads. NB: (Failure to submit required completion certificates will result in the bidder scoring zero points) NB: Completion Certificates must be signed by all relevant parties and as per applicable contract.	Quality Control and Project Plan (Max 10 points) NB: (Failure to submit relevant documents will result in the bidder scoring zero points)	Bank Rating (Max 10 points) Bidders must submit proof of bank rating from the relevant bank. The date of bank stamp must be less than 12 months before the date of bid closure. NB: Failure to submit required proof of bank rating will result in the bidder getting zero points.
Certified licenced Pest Control Operator with relevant experience in the supply and application of herbicides, insecticides and rodenticides:	Company experience (Max 40 points) Previously completed supply and application of herbicides, insecticides, and	Project Plan: (Max 7 points) Briefly outline project plan indicating time allocations, milestones, cost predictions and	Bank rating (Max 10 points) Rating A: (10 points) Rating B: (7 points)

<p>(Attach certified copy of valid licence in order to be evaluated. Failure which will result in a zero score for the Pest Control Operator</p> <p>(Max 15 points)</p>	<p>rodenticides, with contactable refences within the past Ten (10) years:</p> <ul style="list-style-type: none"> • 3 or more projects completed. <p>(40 points)</p>	<p>resources related to supply and application of herbicides, insecticides, and rodenticides</p> <ul style="list-style-type: none"> • Work program and sequence of activities to be implemented. <p>(3 points)</p>	<p>Rating C: (5 points)</p> <p>Rating D to H (0 points)</p>
<p>Experience:</p> <ul style="list-style-type: none"> • 3 years or more experience <p>(15 points)</p>	<ul style="list-style-type: none"> • 2 projects completed. <p>(30 points)</p>	<ul style="list-style-type: none"> • 1 project completed. <p>(10 points)</p>	<ul style="list-style-type: none"> • Resources required and how they will be utilised to ensure quality control and timing of utilisation of resources. <p>(4 points)</p>
<ul style="list-style-type: none"> • 2 to less than 3 years' experience <p>(10 points)</p>	<ul style="list-style-type: none"> • 0 projects completed. <p>(0 points)</p>	<p>(If a completion certificate does not stipulate the contract amount, then the bidder must include a completion certificate and appointment letter linked to the completion certificate. Failure to stipulate the project value and certification thereof will result in points not being awarded.)</p>	<p>Quality Control and Safety Plan</p> <p>(Max 3 points)</p>
<ul style="list-style-type: none"> • 1 to less than 2 years' experience <p>(5 points)</p>			
<ul style="list-style-type: none"> • 0 to less than 1 years' experience <p>(0 points)</p>			
<p>Construction Health and Safety officer: A professional registered construction health and safety officer, with SACPCMP with roads maintenance experience and or Roads Construction experience, will be assessed as follows:</p> <p>(Max 15 points)</p>		<p>Briefly outline quality control and Safety procedure plan indicating spraying procedures, site clearance procedures and handling of all chemicals to be used and deposited</p> <ul style="list-style-type: none"> • Activities ensuring quality control in line with environmental standards <p>(3 points)</p>	
<p>Experience:</p> <ul style="list-style-type: none"> • 3 years or more experience <p>(15 points)</p>			

<ul style="list-style-type: none"> • 2 to less than 3 years' experience (10 points) • 1 to less than 2 years' experience (5 points) • 0 to less than 1 years' experience (0 points) <p>Foreman: with roads maintenance and or construction experience will be assessed as follows:</p> <p>(Max 10 points)</p> <p>Experience:</p> <ul style="list-style-type: none"> • 3 years or more experience (10 points) • 2 to less than 3 years' experience (5 points) • 1 to less than 2 years' experience (2 points) • 0 to less than 1 years' experience (0 points) 			
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PRICE AND PREFERENCE POINT SYSTEM EVALUATION:

In terms of Preferential Procurement Regulation of 2022, the Department will be applying the 80/20 preference point system, which is applicable to bids with a Rand value of up to R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 will be allocated for the Specific Goals specified in this tender.

A maximum score of eighty (80) points will be allocated for Price quoted by the Bidder, as per Regulation 4 of PPR 2022. The identified Specific Goals are aligned to the Department's Procurement Development Plan and twenty (20) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

AREA POINTS	POINTS
Price	80
Preference Point – Specific Goals	20
Total points for Price and Preference Points	100

Specific Goals Requirements:

To qualify for Specific Goal points, Bidders must provide evidence of ownership of 51% or more per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.

Bidders who fail to submit valid B-BBEE credentials will forfeit their preference points.

SPECIFIC GOALS	PROOF OF EVIDENCE	POINTS (20)
Race	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1
Woman	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points. Doctor's confirmation report/ letter confirming disability must be attached to claim points	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than three (3) months in the name of the bidder or proof of lease agreement in the name of the Lessee signed by both parties.	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	2

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

NB: The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.

THE PRINCIPLE OF THE “WORK-SPREAD MODEL” WILL BE IMPLEMENTED AS FOLLOWS AT THE TENDER EVALUATION:

(Bidders must complete Page 21: Schedule of recently completed and current contracts in the Department)

- A bidder will be disqualified prior to any tender pre-qualification assessment:
 - if the bidder has three (3) or more contracts that are currently in progress or have not been certified as practically complete at the time of tender closure with the Department; or
 - If the bidder has contract/s that amounts to more than R250 million which have a contractual remaining period of more than 12 months with the Department that are currently in progress or have not been certified as practically complete at the time of tender closure.

OBJECTIVE CRITERIA:

1. The Department will apply their work spread model as objective criteria to multiple tenderers, irrespective of highest total number of points scored, which comprises the following:

- 1.1 A tenderer will not be awarded more than two (2) bills of quantity (contracts) on a contract/ tender with multiple bills advertised if:
 - 1.1.1 The tenderer has scored the highest points for more than two (2) bills of quantity (contracts)
 - 1.1.2 The tenderer will be limited to the two (2) highest Rand value bills of quantity (contracts), at the time of award.
- 1.2 The remaining bills of quantity will be awarded to the remaining qualifying tenderers.

1.3 In the event that there are insufficient remaining qualifying bidders for the remaining bills of quantity, the Department reserves the right to award more than two (2) bills of quantity (contracts) to a remaining qualifying tenderer, provided that the tenderer submitted a price proposal for the applicable bill of quantity (contract)

Bidders should note the following:

- Functionality will be scored out of 100 points.
- Where the proposed prices of critical items to be supplied to the Department are considerably less than the expected market price or rates.
- The Department will conduct a detailed risk assessment.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is ninety (90) days (excluding public holidays). However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

Correspondence

- For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail @ comfort.maswanganyi@gauteng.gov.za / 011 355 7270
- Closing date for enquires: 25 November 2023
- Bidders to expect responses within 7 days prior to the closing date
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, e-Portal and Departmental Websites for publication of responses and other communication.

Tender Documents

A non-refundable amount of R500 (Five hundred Rand) will be levied per tender document. This amount is payable in debit card only between 09h00 and 15h00 at our Finance Section of the Gauteng Department of Roads and Transport, **located at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg**

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the: 10 November 2023

OR Alternatively

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

Electronic submission of bids will **NOT** be accepted.

Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11h00 on the closing date indicated above.



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part T1.2 Tender Data

The Preferential Procurement Regulations 2022 and Supply Chain Management policy are applicable to this tender.

Clause number	Tender Data
F1.1	The employer is the Department of Roads and Transport, Chief Directorate Maintenance of the Gauteng Provincial Government, Private Bag X83, Marshall Town.
F1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p>THE TENDER</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</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Forms of offer and acceptance C1.2 - Contract data C1.3 - Other Contract Forms</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p>
F2.1	No CIDB rating is required for this contract.
F2.7	The arrangements for a compulsory clarification meeting are as outlined in the published Tender Notice and Invitation to Tender.
F2.12	No alternative tenders will be considered.
F2.13.1	Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture.
F2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F2.13.4	Submit only the signed original tender
F2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Foyer of Life Centre Building Physical address: 45 Commissioner Street, Johannesburg. Identification details: TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE and the closing date and time of the tender.</p>

Clause number	Tender Data
F2.13.6	A two-envelope procedure will not be followed.
F2.15	The closing time for submission of tender offers is as stated in the published “Tender Notice and Invitation to Tender”. F2.15 No telegraphic, telephonic, telex, facsimile or electronic tender offers will be accepted.
F2.16	The tender offer validity period is 90 days.
F2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Form of Guarantee to the format provided in C1.3.2 (Page 00) of this procurement document.
F2.23	The tenderer is required to comply and submit the documents outlined in the published “Tender Notice and Invitation to Tender”
F2.24	The tenderer must be cognisant of paragraph “ Bidders should note the following ” of the published “Tender Notice and Invitation to Tender”.
F3.11.3	The tenderer must be cognisant of the functionality criteria in respect of supply and application of herbicides, insecticides and rodenticides as outlined in paragraph “ FUNCTIONALITY EVALUATION ” of the published “Tender Notice and Invitation to Tender”.
F3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li data-bbox="437 1015 1418 1072">a) The tenderer submits the documents outlined in the published Tender Notice and Invitation to Tender <li data-bbox="437 1094 1418 1151">b) The proposed Guarantor must complete the Form of intent to provide a Guarantee to the tenderer on the format included on page 00 of this procurement document; <li data-bbox="437 1172 1418 1250">c) The tenderer or any of its directors/shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; <li data-bbox="437 1271 1418 1389">d) The tenderer has not: <ul style="list-style-type: none"> <li data-bbox="518 1305 1418 1341">i) Abused the Employer's Supply Chain Management System; or <li data-bbox="518 1341 1418 1389">ii) Failed to perform on any previous contract and has been given a written notice to this effect; <li data-bbox="437 1410 1418 1510">e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; <li data-bbox="437 1531 1418 1588">f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part T2.1 List of Returnable Documents

1 Documents required for tender administrative purposes

The tenderer must complete the following returnable schedules as relevant:

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Certificate of Authority
- Schedule of Proposed Subcontractors
- Schedule of recently completed and current contracts
- Schedule of plant and equipment
- Occupational Health and Safety Act: Statement by Tendering Entity
- Experience of Key Staff and number of Staff employed
- Tenderer's Bank Details
- Tenderer's Litigation History

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable documents:

- Tax Clearance Certificate for Tenders
- Form of Intent to Provide a Form of Guarantee
- Certificate of Insurance Cover
- SBD 4: Declaration of Interest

3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

- Tenderer's B-BBEE Verification Certificate
- SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

4 C1.1 Forms of Offer and Acceptance

5 C1.2 Contract Data

6 C2.2 Bill of quantities



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

1 Documents required for tender administrative purposes

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships (attach certified ID Copies)

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

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

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

*insert separate page if necessary

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

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

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act 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 _____

*Enterprise
name* _____



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

*Enterprise
name* _____



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Certificate of Authority

This Returnable Schedule is to be completed by the tendering entity.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature. Name Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name Designation.....



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Proposed Subcontractors

- No sub-contracting is allowed for this contract.**

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last ten (10) years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

List all current contracts not complete at the closing of the tender.

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of commencement	Date of expected Completion*
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

*Date when defects liability period commenced

Signed _____ Date _____

Name _____ Position _____

*Enterprise
name* _____



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Equipment

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

(a) Details of major equipment that is owned by and immediately available for this contract. **(Attach vehicle registration documents as proof of ownership)**

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if tender is acceptable. **(Attach a letter of intent from Rental Companies)**

Attach additional pages if more space is required.

Signed _____ **Date** _____

Name _____ Position _____

Tenderer



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Occupational Health and Safety Act: Statement by Tendering Entity

I, duly authorised

to represent (company name)

in my capacity as hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on

.....
I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Signed Date

Name Position

Tenderer



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

EXPERIENCE OF KEY STAFF AND NUMBER OF STAFF EMPLOYED

Attach a CV of not more than 2 pages and certified copies of qualification of the following:

1. Licensed and or Certified Pest Control Operator
2. Construction Health and Safety officer
3. Foreman

(CV's must clearly indicate the role of each personnel for this contract.)



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Key Staff

B1 Licensed and or Certified Pest Control Operator / Managerial Record

NAME	DATE OF BIRTH	POSITION IN TEAM	QUALIFICATION	FIELD OF PEST CONTROL REGISTRATION	CERTIFICATE/LICENCE NUMBER

Note1:

- List only the projects completed in the last 5 years or more that the tenderer considers relevant to the specified scope of works.

Relevant Experience

CLIENT & PROJECT No.	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	VALUE	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT NO.



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Key Staff

B1 Construction Health and Safety officer

NAME	DATE OF BIRTH	POSITION IN TEAM	QUALIFICATION

Note1:

- List only the projects completed in the last 5 years or more that the tenderer considers relevant to the specified scope of works.

Relevant Experience

CLIENT & PROJECT NO.	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	VALUE	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT NO.



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Key Staff

B1 Foreman

NAME	DATE OF BIRTH	POSITION IN TEAM	QUALIFICATION

Note1:

- List only the projects completed in the last 5 years or more that the tenderer considers relevant to the specified scope of works.

Relevant Experience

CLIENT & PROJECT NO.	PROJECT TYPE	RELEVANT EXPERIENCE STARTED	RELEVANT EXPERIENCE ENDED	VALUE	POSITION HELD	CONTACT PERSON AND POSITION	CONTACT NO.



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Tenderer's Bank Details

Notes to tenderer:

1. 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 must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender as well as the working capital at the disposal of the tenderer. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details
-
- vi) Bank rating:

Bank Stamp

SIGNED BY TENDERER:



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Attach to this page:

1. Project Plan

Briefly outline: project plan indicating time allocations, milestones, cost predictions and resources related to supply and application of herbicides, insecticides and rodenticides.

- Work program and sequence of activities
- Resources required and how they will be utilised

2. Quality Control Procedures

Briefly outline: quality control procedure plan indicating spraying procedures, site clearance procedures and measurements

- Activities ensuring quality control
- Resources required to ensure quality control and timing of utilisation of resources.



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Schedule of Tenderer's Litigation History

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date resolved

SIGNED BY TENDERER:



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Tax compliance status for Tenders

The tenderer is to affix to this page:

Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid in order that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days.

Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

Note:

This tax compliance status must still be valid on the award of this tender.



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Form of Intent to Provide a Form of Guarantee

- 1 With reference to the tender of
..... (hereinafter referred to as the "**TENDERER**" for the project (hereinafter referred to as the "**CONTRACT**" for the DEPARTMENT OF ROADS AND TRANSPORT of the Gauteng Provincial Government, (hereinafter referred to as the "**EMPLOYER**" for the tender dated for the offered total of prices of (R.....) (in words))
- 2 I/We in my/our capacity as and hereby representing (hereinafter referred to as the "**GUARANTOR**" advice that the "**GUARANTOR**" undertakes to provide a **Form of Guarantee** to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document within five (5) working days of the written acceptance of the contractor's tender offer.

Thus done and signed at on

.....

Name of signatory

.....

Capacity of authorised signatory

.....

As witness

.....

*for and on behalf of the Guarantor
who by signature hereof warrants
authorisation hereto*



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Letter of intent or Certificate of Insurance Cover

Note to tenderer:

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

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

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Insurance for Works and Contractor's Equipment

Company:

Value:

- Insurance for Contractor's Personnel

Company:

Value:

- General public liability

Company:

Value:

- SASRIA

Company:

Value:

SIGNED BY TENDERER:



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned,
 (name)..... in submitting
 the accompanying bid, do hereby make the following statements that I certify to
 be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or

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

arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Tenderer's B-BBEE Verification Certificate

Notes to tenderer:

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

NB: The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SBD 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) **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 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.1.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

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:

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

[TICK APPLICABLE BOX]

4.5. 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:



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C1 Agreements and Contract Data

TABLE OF CONTENTS		PAGE
C1.1	FORMS OF OFFER AND ACCEPTANCE.....	43
C1.1.1	FORM OF OFFER	43
C1.1.2	FORM OF ACCEPTANCE	45
C1.1.3	APPENDIX TO FORM OF ACCEPTANCE	47
C1.2	CONTRACT DATA	51
C1.2.1	CONDITIONS OF CONTRACT	52
C1.2.2	CONTRACT DATA – INFORMATION PROVIDED BY THE EMPLOYER	68
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	71
C1.3	OTHER STANDARD FORMS	72
C1.3.1	FORM OF OCCUPATION HEALTH AND SAFETY ACT 1993	72
C1.3.2	FORM OF GUARANTEE	74
C1.3.3	FORM OF REGISTRATION OF CONTRACT WITH DEPARTMENT OF LABOUR	76
C1.3.4	FORM OF BANKING DETAILS	78

C1.1 FORMS OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

Head of Department
Department of Roads and Transport
Private Bag X83
Marshalltown
2107

Sir,

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that I/we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 tender and the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) IS;

BENONI BILL A
.....(in words)
(R in figures)

BRONKHORSTSspruit BILL B
.....(in words)
(R in figures)

KRUGERSDORP BILL C
.....(in words)
(R in figures)

PRETORIA BILL D
.....(in words)
(R in figures)

VEREENIGING BILL E
.....(in words)
(R in figures)

You may accept this offer by signing and returning to the tenderer one copy of the Form of acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without variations or deviations other than those stipulated in the form for Proposed Amendments and Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

Date and minute reference of Board resolution if different from returnable document: Certificate of Authority

Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:

NAME (IN CAPITALS):

C1.1.2 FORM OF ACCEPTANCE

To _____

(Name of successful tenderer)

Dear Sir,

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

1. It is our pleasure to inform you that the Department of Roads and Transport (the Employer) accepts your offer for the following: (i.e. amount including VAT but excluding CPA, and any contingent sum not in the priced schedule).

BENONI BILL A

.....(in words)

(R in figures)

BRONKHORSTSspruit BILL B

.....(in words)

(R in figures)

KRUGERSDORP BILL C

.....(in words)

(R in figures)

PRETORIA BILL D

.....(in words)

(R in figures)

VEREENIGING BILL E

.....(in words)

(R in figures)

2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.

3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),
Part C2: Pricing Data,
Part C3: Scope of the Work,
Part C4: Site Information, and
Part C5: Annexures

together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into the Parts listed above.

- a) Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (*If no deviation state* "There are no deviations, variations or changes to the documents.) Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
- b) Within 14 calendar days of the date of this form of acceptance (including the schedule of deviations if any) you shall deliver to the Employer:
 - Performance Security (per clause 4 of the FIDIC Conditions of Contract) a proforma of which is attached for your reference. The 10% calculation shall be based on the accepted contract value as contained in this form and there shall be no deviations from the wording of the proforma guarantee.
 - Proof of insurance in terms of the information provided in the contract data and clause 18 of the FIDIC Conditions of Contract. Proof of currency of insured cover shall be provided on a monthly basis until contract completion.
 - Proof that the contract has been registered by the Department of Labour in terms of Occupational Health and Safety legislation, for which purpose the relevant forms have already been partially completed by the Employer and attached hereto.
 - The completion of the attached Employer's Form of Banking Details.

Failure to fulfil any of these obligations shall constitute a repudiation of this agreement.

4. The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify the Employer in writing of any justification why you cannot accept the contents of this agreement.
5. The commencement date of the contract shall be that on which the site hand-over meeting is held, which shall not be later than (*Usually 28 calendar days after the date of this form, or earlier if circumstances demand and as agreed between tenderer/Employer*).
6. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.

Signature Date

Name

Capacity

for the Employer Department of Roads and Transport
 Chief Directorate Maintenance

Name and

Signature of

Witness Date

C1.1.3 APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

1. The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the tenderer and Employer based on information provided in Form A4: Schedule of Variations or deviations by tenderer or conditions imposed by the Employer in its acceptance of the offer.
2. In the event that an alternative offer is accepted in terms of F.2.12 of the Tender Data, it is a fundamental condition of acceptance that all responsibilities and concomitant liabilities arising from the alternative design pass from the Employer to the contractor.
3. Addenda issued during the tender period are deemed not to be variations to the tender.

1.....

2.....

3.....

4 etc.....

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

1. The Conditions of Contract for Construction (2017 edition) prepared by the International Federation of Consulting Engineers (FIDIC), as amended, shall apply to this contract. The amendments are those issued by FIDIC and reproduced hereafter, together with additional amendments (particular conditions of contract) as prescribed by The Department of Roads and Transport

	TABLE OF CONTENTS	PAGE
PART A:	GENERAL CONDITIONS – FIDIC AMENDMENTS	52
PART B:	PARTICULAR CONDITIONS OF CONTRACT	52
1.1	DEFINITIONS	53
1.2	INTERPRETATION	54
1.5	PRIORITY OF DOCUMENTS	54
1.6	CONTRACT AGREEMENT	54
1.7	ASSIGNMENT	54
1.8	CARE AND SUPPLY OF DOCUMENTS	54
2.3	EMPLOYER'S PERSONNEL	55
3.1	ENGINEER'S DUTIES AND AUTHORITY	55
4.2	PERFORMANCE SECURITY.....	55
4.4	SUBCONTRACTORS	55
4.7	SETTING OUT	55
4.8	SAFETY PROCEDURES	55
4.10	SITE DATA	55
4.13	RIGHTS OF WAY AND FACILITIES	55
4.17	CONTRACTOR'S EQUIPMENT	56
4.18	PROTECTION OF THE ENVIRONMENT	56
4.19	ELECTRICITY, WATER AND GAS	56
4.20	EMPLOYER'S EQUIPMENT AND FREE-ISSUE MATERIAL	56
4.21	PROGRESS REPORTS	56
4.22	SECURITY OF THE SITE	56
4.24	FOSSILS	56
6.5	WORKING HOURS	56
6.7	HEALTH AND SAFETY	56
6.12	INDEMNITY BY CONTRACTOR	57
8.1	COMMENCEMENT OF WORK	57
8.4	EXTENTION OF TIME FOR COMPLETION	57
8.7	DELAY DAMAGES	57

10.2	TAKING OVER OF PARTS OF THE WORKS	57
11.9	PERFORMANCE CERTIFICATE	57
11.11	CLEARANCE OF SITE	58
12.3	EVALUATION	58
13.3	VARIATION PROCEDURE	58
13.5	PROVISIONAL SUMS	58
13.6	DAYWORK	58
13.8	ADJUSTMENTS FOR CHANGES IN COSTS	58
14.3	APPLICATION FOR INTERIM PAYMENT CERTIFICATES	59
14.5	PLANT AND MATERIALS INTENDED FOR THE WORKS	59
14.6	ISSUE OF INTERIM PAYMENT CERTIFICATES	59
14.7	PAYMENT	59
14.8	DELAYED PAYMENT	60
14.10	STATEMENT AT COMPLETION	60
14.11	APPLICATION FOR FINAL PAYMENT CERTIFICATE	60
14.15	CURRENCIES OF PAYMENT	60
15.2	TERMINATION BY THE EMPLOYER	60
17.3	EMPLOYER'S RISKS	60
18.1	GENERAL REQUIREMENTS FOR INSURANCES	61
18.2	INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT	61
18.3	INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY	61
18.4	INSURANCE FOR CONTRACTOR'S PERSONNEL	61
19.1	DEFINITION OF FORCE MAJEURE	61
19.5	FORCE MAJEURE AFFECTING SUBCONTRACTOR	61
20.1	CONTRACTOR'S CLAIMS	61
20.2	SETTLEMENT OF DISPUTES	62
20.3	MEDIATION	62
20.4	REFERENCE TO COURT	64
20.5	SPECIAL DISPUTES	64
20.6	CONTINUING VALIDITY OF SUB-CLAUSES 20.2 TO 20.6	64
APPENDIX:	GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT	64
ANNEX:	PROCEDURAL RULES	64
	CONTRACT PRICE ADJUSTMENT SCHEDULE	65

PART A: GENERAL CONDITIONS - AMENDMENTS

No amendments have been issued by FIDIC.

The following *amendments* are made to the Conditions of Contract for Construction, Second Edition, 2017 effective as of 1 January 2023. **GENERAL CONDITIONS**.

PART B: PARTICULAR CONDITIONS OF CONTRACT

Note to tenderer:

The following amendments are the Department of Roads and Transport's standard particular conditions to the general conditions and shall apply to this contract.

The following additional amendments to the FIDIC Conditions of Contract 2017 apply to this contract:

CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

SUBJECT INDEX

	Clause		Clause
BE Definitions	1.1.2.11	Fossils	4.24
BE Subcontractors	4.1 & 4.4	Health & Safety	6.7
Appendix to Tender	1.1.1.9	Indemnity by Contractor	6.12
Assignment	1.7		
Clearance of Site	11.11	Insurance – General requirements	18.1
Commencement of Works	8.1	Laws	1.1.6.5
The Contract	1.1.1	Letter of Acceptance	
Contract Agreement	1.6	Materials on Site	14.5
Contract Documents - no. of copies	1.8	Payment Certificates	14.6
Contract Price Adjustment schedule	13.8	Performance Certificate	11.9
Contractor's Claims	20.1	Performance Security	4.2
Contractor's Equipment	4.17	Priority of Documents	1.5
Contractor's Obligations – B-BBEE Requirements	4.1	Programme	8.3
Currencies of Payment	14.15	Protection of Environment	4.18
Day work	13.6	Provisional Sums	13.5
Disorderly Conduct	20.2	Retention Money Guarantee	14.3
Disputes	20.3	Right of way & facilities	4.13
Settlement of Mediation	20.3	Safety Procedures	4.8
Court	20.4	Site Data	4.10
Special	20.5	SMME	1.1.2.12
Documents – Priority	1.5	Specifications	
Electricity, Gas, Water	4.19	Subcontractors & Suppliers	4.4
Employer's Equipment	4.20	Supplementary Agreement	1.1.6.10
Employer's Personnel	2.3	Taking over parts of works	10.2
Employer's Risks (SASRIA)	17.3	Tender	
Employer's Sole Authority	3.1	Variations – Procedures	13.3
Environmental Protection	4.18	Working hours	6.5
Force Majeure: Subcontractor and Supplier	19.5	Written Communications	1.2

PARTICULAR CONDITIONS AMENDING THE GENERAL CONDITIONS OF FIDIC

1.1 Definitions

1.1.1 The Contract

Replace 1.1.1.1 with:

“**Contract**” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference.”

Replace 1.1.1.3 with:

“**Letter of Acceptance**” means the Form of Acceptance as contained in part C1.1.2 of the contract documents.”

Replace 1.1.1.4 with:

“**Letter of Tender**” means the Form of Offer as contained in part C.1.1.1 of the contract document.”

Replace 1.1.1.5 with:

“**Specification**” means that document entitled Scope of Work, as included in the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.”

Replace 1.1.1.7 with:

“**Schedules**” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data lists and schedules of rates and/or prices.”

Replace 1.1.1.8 with:

“**Tender**” means that section of the Form of Offer and Acceptance called ‘Offer’ and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.”

Replace 1.1.1.9 with:

“**Appendix to Tender**” means the completed section entitled C1.2.2 Contract Data – Information provided by the Employer included in the Contract Data.”

1.1.1.10 - Add the following:

“**Bill of Quantities**” shall also mean the Pricing Schedule as contained in section C2.2 of the contract document.”

1.1.3 Dates, Tests, Periods and Completions

Replace 1.1.3.9 with:

“A “**day**” means a calendar day, except for any extension of time that is granted under sub-clause 8.4, [Extension of Time for Completion], in which case a day means a working day. A “Year” means 365 calendar days”

1.1.6 Other Definitions

1.1.6.5 "Laws"

In the 1st line, replace "(or state)" with "(or other spheres of government)" and in the 2nd line, after "other laws", insert "including the South African Common Law".

Add the following:

"1.1.6.10 "Supplementary Agreement" means an agreement between the Employer and the Contractor for executing work, supplemental to the original Contract, which was not contemplated in the original Contract and is also not required for the proper completion of the original Contract."

1.2 Interpretation

Replace the contents of (d) with:

"The expression "written", "in writing", "notify", "the giving of notice", "giving consent", "as instructed" or "at the request of" means that communication, either hand-written or printed by whatever means, including transmission by telefax or e-mail, and resulting in a permanent record. However, such notice, instruction, consent or request is not deemed to have been delivered by virtue of its appearance in the minutes of meetings."

1.5 Priority of Documents

Replace sub-paragraphs items (a) to (h) with:

- (a) the Forms of Offer and Acceptance
- (b) the Appendix to Tender within the Contract data
- (c) the Particular Conditions of Contract
- (d) the General Conditions
- (e) the Scope of Works,
- (f) the project Drawings,
- (g) the standard Specifications,
- (h) the standard Drawings, and
- (i) the Schedules and any other documents forming part of the Contract."

1.6 Contract Agreement

Replace the 1st two sentences with the following:

"The Parties shall enter into a Contract Agreement when the Employer issues the Form of Acceptance (see Particular Condition 1.1.1.3). The Contract Agreement shall be in the form prescribed in the tender documents"

1.7 Assignment

Change the title of this sub-clause to read "Assignment/Cession" and replace its contents with the following:

"Neither Party shall, without the written consent of the other, assign the contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder."

1.8 Care and Supply of Documents

In the 1st paragraph, 2nd line, change "two copies" to "one copy".

In the 2nd paragraph, 3rd line, change "six" to "two".

2.3 Employer's Personnel

In the 1st sentence delete “and the Employer’s other contractors”.

3.1 Engineer’s Duties and Authority

After the 3rd paragraph insert the following:

“In addition to the actions stipulated in the General Conditions whereby the Engineer shall first obtain the approval of the Employer, the Employer’s approval shall also be obtained before taking any action under sub-clauses 8.4, 11.9, 13.3 and 20.1 as amended in these Particular Conditions”.

4.2 Performance Security

Replace the 2nd paragraph with:

“The Contractor shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by a bank or insurance company registered or licensed as a bank or insurance company to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents or in another form approved by the Employer.”

In the last line of the last paragraph replace the words “Performance Certificate” with “Taking-Over Certificate”.

4.4 Subcontractors

In the first paragraph delete “the whole of the Works” and add “no subcontractors are allowed for this contract”.

4.7 Setting Out

Amend the second line of the second paragraph to read:

“.....reference, provided that the Contractor shall provide proof of their inaccuracy before they are used.”

4.8 Safety Procedures

Add the following sub-paragraph:

- “(f) enter into and execute an agreement as provided for under Section 37(2) of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and shall comply with all other requirements of Act No 85 of 1993 and Construction Regulations, 2003. The agreement in the relevant form shall be prepared at the expense of the Employer.”

4.10 Site Data

In the 1st paragraph, 1st sentence, replace “prior to the Base Date” with “either as part of or by reference in the Tender Documents or, otherwise, not later than 7 days before the latest date for submission of the Tender Documents”, and delete the 2nd sentence.

4.13 Rights of Way and Facilities

Add the following paragraph:

“The Contractor shall abide by the procedures for the provision of deviation, haul and construction roads, and the requirements for the construction, maintenance and final reinstatement of such roads, all as set out in the standard Specifications.”

4.17 Contractor's Equipment

Add the following paragraph:

“The Contractor shall notify the Engineer, in writing, of the names and addresses of the owners of all major items of equipment not owned by the Contractor.”

4.18 Protection of the Environment

In the 1st paragraph, 1st sentence add “and shall ensure compliance with all the environmental requirements indicated in part C3 Scope of Work.”

Add the following paragraph:

“The Contractor shall indemnify the Employer against any liability arising from or in relation to any of the above matters.”

4.19 Electricity, Water and Gas

In the 1st paragraph, 1st line, delete “except as stated below”, and delete the 2nd and 3rd paragraphs.

4.20 Employer's Equipment and Free-Issue Material

Delete “and Free-Issue Material” from the title of the sub-clause and delete the 3rd and 4th paragraphs.

4.21 Progress Reports

In the 1st paragraph, 2nd line, delete “in six copies”.

4.22 Security of the Site

Replace the full stop at the end of sub clause (b) with a comma and continue this clause as follows:

“... on the Site, or utility or service owners whom the Employer or the Engineer identifies as having also been authorised. Without said notice, the Contractor may refuse access to such utility or service owners; and”

Add the following sub clause:

“(c) The Contractor shall indemnify the Employer against any liability for damage incurred to, or loss of, property within the site identified in the contract documents as not belonging to the Employer regardless of whether or not such damage or loss is caused by the Contractor's equipment.”

4.24 Fossils

In the 1st paragraph, 1st sentence after “fossils” insert “and graves” and in the 2nd sentence, add “and shall indemnify the Employer against any liability arising from such loss or damage.”

6.5 Working Hours

Replace the 1st sentence with the following:

“No work shall be carried out on Site on Sundays or on any special non-working day stated in the Contract Data or between sunset and sunrise on any day, unless:”

6.7 Health and Safety

Replace the 1st paragraph with the following:

“The Contractor shall provide and maintain on the Site adequate and suitable sanitary and first aid services (including the provision at all times of a person qualified to render medical first aid) and a supply of potable water for the Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site.”

Add the following sub-clause:

6.12 Indemnity by Contractor

The Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- (a) the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
 - i. all or any of the Contractor's workforce as a result of a dispute between all or any of the Contractor's workforce and the Contractor; or
 - ii. all or any of the Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works;
- (b) any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel."

8.1 Commencement of Work

In the 1st paragraph, delete the 1st sentence, and in the 2nd sentence replace "42 days after the Contractor receives the Letter of Acceptance" with "28 days of the date of issue of the Letter of Acceptance."

In the 2nd line of the 2nd paragraph, after the words "Commencement Date", insert "but within the period stated in the Contract Data."

8.4 Extension of Time for Completion

Replace the word "Engineer" with "Employer" in the last sentence of the last paragraph.

8.7 Delay Damages

Add the following after the first paragraph:

"The Contractor shall in consultation with the specific regional manager determine the commencement date and the period required to complete a specific work order. Should the Contractor fails to comply he shall pay delay damages to the Employer as stated in the Appendix to Tender."

Add the following paragraph:

"Where stated in the Appendix to tender, the contractor shall be subject to penalties for non-compliances with specified accommodation of traffic road signage identified by the engineer and for each additional day of lane closure needed to complete programmed work sections."

10.2 Taking Over of Parts of the Works

Delete the 2nd paragraph.

Between the 3rd and 4th paragraphs insert the following paragraph:

"The Employer may make use of any part of the Permanent Works prior to the issue of a Taking Over-Certificate."

Delete the 5th paragraph.

11.9 Performance Certificate

In the 1st paragraph, 2nd line and in the 2nd paragraph, 1st line, replace the word "Engineer" with "Employer".

Delete the last sentence of the 2nd paragraph.

11.11 Clearance of Site

Replace the 1st paragraph with the following:

“With the exception of Plant, Materials and Contractor’s Equipment required to complete any outstanding work or to remedy defects or damage as notified by, or on behalf of, the Employer and which Plant, Materials and Contractor’s Equipment have been agreed by the Engineer and the Contractor, the Contractor shall, upon receipt of the Taking-Over Certificate, remove all Contractor’s Equipment and surplus material, wreckage, rubbish and Temporary Works, from the Site unless otherwise instructed by the Engineer.”

In the 2nd paragraph, replace “after the Employer receives a copy of the Performance Certificate” with “after the issue of the Taking-Over Certificate”.

12.3 Evaluation

Replace the second sentence of paragraph two with the following:

“However, a new rate or price shall be appropriate for an item of work only if notice has been given and if ...”

Replace the word “Contract” with ‘Appendix to Tender’.

13.3 Variation Procedure

Replace the 3rd paragraph with the following:

“Each instruction to execute a Variation, unless the Variation is to be executed on a Day work basis, shall be a written instruction presented in the form of a Variation order. The Variation order shall be presented to the Employer, who shall signify his approval before the order is signed by the Engineer and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Variation order that is not approved and signed by the Employer”.

13.5 Provisional Sums

In the 1st line of sub-paragraph (b) after “services” insert “and including items for which a prime cost sum has been provided in the Bill of Quantities”.

13.6 Day work

Replace the 2nd and 3rd sentences in the 1st paragraph with “The following procedure shall apply.”

Add the following as the 5th paragraph of this sub-clause:

“The work shall be valued in accordance with the Day work Schedule included in the Contract or, in the absence of a Day work Schedule or for items not included in the Day work Schedule the Contractor shall be paid the aggregate of:

- (i) the gross remuneration of the workmen for the time they are actually engaged on the work concerned,
- (ii) the net cost of Materials actually used,
- (iii) an amount in respect of Contractor’s Equipment which shall be charged on a time basis at the rates stated in the Tender, failing which at rates, to be agreed between the Contractor and the Engineer or, failing agreement, to be determined by the Engineer on the basis of ruling equipment hire rates and
- (iv) the percentage allowances stated in the Contract Data, which allowances shall be held to cover all charges for the Contractor’s and/or Subcontractor’s profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools.”

13.8 Adjustments for Changes in Costs

Replace this sub-clause with the following:

"The value of certificates issued in terms of Sub-clause 14.6 (excluding the value of those special Materials specified in the Contract Data) shall be increased or decreased by applying a Contract Price adjustment factor calculated according to the formula and the conditions set out in the Contract Price adjustment Schedule appended to these Particular Conditions.

Price adjustments for variations in the costs of special Materials specified in the Contract Data shall be made in the manner set out in the Contract Price adjustment schedule."

14.3 Application for Interim Payment Certificates

In the 1st line of the 1st paragraph, delete "in six copies."

In the 4th line of the 1st paragraph, change "the report" to "reports."

In the 2nd paragraph, sub-paragraph (c), after "above amounts" insert "and 80% of the value of Materials on Site" and add the following as a final paragraph:

"If, as stated in the Contract Data, a Retention Money Guarantee is permitted and the Contractor elects to furnish it, the guarantee shall, at the cost of the Contractor, be executed by an insurance company or bank in a form approved by the Employer.

The said company or bank shall be registered or licensed to do business in the Republic of South Africa and shall have an office and banking facility in the Republic of South Africa and shall be subject to approval by the Employer.

The aggregate liability under the guarantee shall be the maximum amount of retention monies to be retained by the Employer, which amount shall be as stated in the Contract Data.

Other conditions, if any, additional to the above standard conditions shall be as stated in the Contract Data.

The guarantee shall expire on the date on which the last of the retention monies (which, but for the guarantee, would have been retained by the Employer) becomes payable to the Contractor.

The guarantee shall be returned to the guarantor upon final payment of the aggregate liability or on the date of expiry, whichever is the earlier."

14.5 Plant and Materials intended for the Works

In the first paragraph delete "If this Sub-Clause applies".

Delete the 2nd paragraph.

In the 3rd paragraph, delete sub-paragraphs (b) and (c) (i) and amend sub-paragraph (a) so that (c) (ii) becomes (a) (iii) thus:

"(a) (ii) supported by satisfactory evidence; and
(a) (iii) the relevant Plant and Materials have been delivered to and ..."

Add the following paragraph:

"If so agreed in writing by the Employer, the provisions of this Sub-Clause 14.5, as amended herein, shall apply equally to Plant and Materials intended for incorporation in the Permanent Works and stored at places other than the Site."

14.6 Issue of Interim Payment Certificates

In the 2nd line of the 1st paragraph replace "28" with "14"

14.7 Payment

In sub-paragraphs (b) and (c) of the 1st paragraph replace "56" with "28".

Delete the 2nd paragraph.

14.8 Delayed Payment

Replace the 2nd paragraph with the following:

"These financing charges shall be at the rate prescribed in terms of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975)".

14.10 Statement at Completion

In the 2nd line of the 1st paragraph delete "six copies of".

14.11 Application for Final Payment Certificate

In the 2nd line of the 1st paragraph delete "six copies of".

In the 3rd paragraph, replace the last sentence with:

"Thereafter, when the dispute is finally resolved, the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement."

14.15 Currencies of Payment

Delete this sub-clause.

15.2 Termination by the Employer

Delete sub-paragraph (f) and replace with the following:

"(f) Gives or has given, offers to give or has offered to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (i) for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer or State Department or Organ of State, or
- (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer or State Department or Organ of State,

or if any of the Contractor's Personnel, agents or Subcontractors gives or has given, offers to give or has offered to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination."

Add the following sub-paragraph:

"(g) Misrepresented, whether innocently, negligently or fraudulently, the true facts requested in the tender documents."

Insert the following after the expression e) or f) in the penultimate line of the second paragraph:

"or g)"

Replace the full stop at the end of the third paragraph with a comma and add the following:

"including the right to terminate any other contract between the Employer and the Contractor and to forbid the Contractor or any employee, partner, shareholder or director of the Contractor to tender on any future projects put out to tender by the Employer for a period of five years from the date of notice of termination, which period may be reduced by application to and at the sole discretion of the Employer."

17.3 Employer's Risks

Add the following to sub-paragraph (c):

"unless these risks are insurable with the South African Special Risks Insurance Association (SASRIA) at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks".

18.1 General Requirements for Insurances

Replace this sub-clause with the following:

"The Contractor shall effect all insurances as have been proposed and agreed by the Contractor as being necessary to adequately cover his insurable obligations under the Contract and shall maintain such insurances for the duration of the Contract.

With regard to the insurances to be affected for insurance against injury to Persons and Damage to property the Contractor shall arrange for the policy to be issued in the joint names of the Contractor, the Employer and Subcontractors and will incorporate a Cross Liability clause.

The Employer shall be entitled at his discretion to call for evidence of the scope and validity of such insurance as and when this may be required.

If required, the Contractor shall provide proof that he has paid all contributions required in terms of the compensation for Occupational Injuries and Diseases, 1993 (Act No 130 of 1993)."

18.2 Insurance for Works and Contractor's Equipment

Delete this sub-clause.

18.3 Insurance against Injury to Persons and Damage to Property

Delete this sub-clause.

18.4 Insurance for Contractor's Personnel

Delete this sub-clause.

19.1 Definition of Force Majeure

In the third line of sub clause 19.1(iii) insert "or suppliers," after the word "Subcontractors".

19.5 Force Majeure Affecting Subcontractor

Amend the title to read "Force Majeure Affecting Subcontractor and Supplier".

In the first line insert "or supplier" after the word "Subcontractor"

20.1 Contractor's Claims

In paragraph 5, insert the following after the first sentence:

"If an extension of time is granted the Contractor shall be paid such additional time-related Preliminary and General allowances as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. Payment of costs additional to the above will only be considered if the costs derive from claims that fall within the terms of Clause 13 [Variations and Adjustments] and/or Sub-clause 17.3 [Employer's Risks]."

Replace the 6th paragraph with the following:

"After receiving a claim or any further particulars supporting a previous claim, the Engineer shall present such claim or particulars to the Employer, together with his recommendations, for a ruling, which ruling shall be given to the Contractor within 42 days after receiving a claim or any further particulars, provided that the said period of 42 days may be extended by application from one Party and approval of the other. If the Employer fails to give his ruling within the specified period, or agreed extension thereto, it shall be deemed that the Employer has dismissed the claim."

Delete the 8th paragraph.

20.2 to 20.8

Replace these sub-clauses with the following:

20.2 Settlement of Disputes

- (a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the Employer or the Engineer, provided that, unless the Contractor shall, within 42 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said Dispute Notice.
- (b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the Dispute Notice, as varied or added to by agreement between the Contractor and the Engineer or by the Engineer's decision in terms of sub-paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-clause 20.3(f).
- (c) The Engineer shall
 - i) before giving his decision on the dispute, consult the Employer thereon and give the Contractor a reasonable opportunity to present written or oral submissions thereon, which latter shall be confirmed in writing within 7 days
 - ii) deliver his decision in writing to the Employer and to the Contractor, and
 - iii) give his decision within 56 days of his receipt of the Dispute Notice, or within any further period as may be agreed between the Engineer and the Contractor, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- (d) Unless either the Employer or the Contractor, shall, within 28 days after his receipt of notice of the decision in terms of sub-paragraph (c)(ii) or after the decision is deemed to have been given in terms of sub-paragraph (c)(iii), have given notice in writing to the Engineer, with a copy to the other Party, disputing the Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- (e) If either Party shall have given written notice in compliance with sub-paragraph (d), the dispute shall be referred to mediation in terms of Sub-Clause 20.3 unless either Party has given written notice to the other Party of its intention to refer the matter in dispute to court, which notice shall be given either:
 - i) within 28 days of receipt of notice of the Engineer's decision, or
 - ii) within 14 days of receipt by the one Party of the other Party's notice of dispute of the Engineer's decision.

If notice of intention to refer the matter in dispute to Court has been served by either party, the matter in dispute shall not be referred to mediation but shall be referred to Court.

- (f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both Parties in terms of Sub-Clause 20.3(f) or as determined in a court judgement.

20.3 Mediation

- (a) The mediation referred to in Sub-Clause 20.2(e) shall be conducted by a mediator selected by agreement between the Parties or, failing such agreement within 7 days after a written request by either Party for such agreement, nominated on the application of either Party by the President for the time being of the South African Institution of Civil Engineering.

If, for any reason, the person appointed fails to assume or to continue in the office concerned:

- (i) the provisions of Sub-Clause 20.3 shall apply mutatis mutandis in the appointment of a successor, and
- (ii) in making his nomination in terms of this sub-clause, the president for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and
- (iii) if the president required to make a nomination in terms of this sub-clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the chief executive officer or the next senior officer of the body concerned who has no such interest.

(b) Neither Party shall be entitled to be represented at any hearing before, or at, any meeting, or in any discussion, with the mediator except by any of the following:

- i) the Party himself, if a natural person,
- ii) a partner in the case of a partnership,
- iii) an executive director in the case of a company,
- iv) a member in the case of a close corporation,
- v) the Engineer,
- vi) a bona fide employee of the party concerned, and
- vii) a professional engineer appointed for the purpose by the Party concerned.

(c) The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, sworn or unsworn, at joint meetings with the Parties or separately or from any person whom he considers can assist in the formulation of his opinion, provided that:

- i) each Party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other Party, and
- ii) each Party shall be given full details of any evidence or submissions received by the Mediator from the other Party or any other person otherwise than at a meeting where both Parties are present or represented.

(d) The mediator shall have the power to propose to the Parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.

(e) The mediator shall, as soon as reasonably practical, give to each of the Parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the Parties during the mediation.

(f) The mediator's opinion shall become binding on the Parties only to the extent correctly recorded as being agreed by the Parties in the mediator's written opinion or otherwise as recorded as being agreed in writing by both Parties subsequent to the receipt of the mediator's opinion.

(g) The dispute on any matter still unresolved after the application of the provisions of sub-paragraph (f) shall be resolved by court proceedings.

(h) Save for reference to any portion of the mediator's opinion which has become binding in terms of sub-paragraph (f), no reference shall be made by or on behalf of either Party, in any proceedings subsequent to mediation, to the mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.

(i) Irrespective of the nature of the mediator's opinion:

- (i) each Party shall bear his own costs arising from the mediation, and
- (ii) the Parties shall in equal shares pay the mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the mediator and the Parties before the commencement of the mediation.

20.4 Reference to Court

If a dispute is still unresolved as provided for in sub-paragraph (g) of sub-clause 20.3 or the dispute is one described in sub-clause 20.5, the dispute shall be determined by court proceedings, provided that:

- (a) nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund,
- (b) no ruling or decision given by the Engineer in accordance with the provisions of the Contract shall disqualify him from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute concerned, and
- (c) the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer relevant to the matter in dispute.

20.5 Special Disputes

Notwithstanding anything elsewhere provided in sub-clauses 20.2, 20.3 and 20.4, any dispute between the Contractor and the Employer,

- (a) not relating to a ruling, decision, order, instruction or certificate by the Engineer, or
- (b) arising after the completion of the Contract or, if a Defects Notification Period is provided, after the termination of that period,

shall be determined, without the application of the provisions of sub-clauses 20.2 and 20.3 by court proceedings which may be initiated by either Party, in which event the provisions of sub-clause 20.4 shall apply.

20.6 Continuing Validity of sub-clauses 20.2 to 20.6

Sub-clauses 20.2 to 20.6 inclusive constitute a separate, divisible agreement from the rest of the Contract and shall remain valid and applicable, notwithstanding that the Works may have been completed or that the rest of the Contract may be void or voidable or may have been cancelled for any reason."

APPENDIX: General Conditions of Dispute Adjudication Agreement

Delete this appendix

ANNEX: Procedural Rules

Delete this annexure

APPENDIX TO THE PARTICULAR CONDITIONS:

CONTRACT PRICE ADJUSTMENT SCHEDULE

1. **Contract Price Adjustment** In accordance with sub-clause 13.8, the value of each certificate issued in terms of sub-clause 14.6 shall be increased or decreased by the amount obtained by multiplying "Ac", defined in clause 2 of this Schedule, by the Contract Price adjustment factor, rounded off to the sixth decimal place (or the fourth decimal place if expressed as a percentage), determined according to the formula:

$$(1 - x) \left[\frac{aL_t}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

in which the symbols have the following meanings:

"x" is the proportion of "Ac" which is not subject to adjustment. Unless otherwise stated in the Appendix this proportion shall be 0, 15.

"a", "b", "c" and "d" are the co-efficient determined by the Engineer and specified in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, equipment, materials (other than "special materials" specified, in terms of sub-clause 13.8, in the Contract Data) and fuel respectively. The arithmetical sum of "a", "b", "c", and "d" shall be unity.

"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract Data, as published in the Statistical Release P0141, Additional tables, Table 13, of Statistics South Africa.

"E" is the "Equipment Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical Release P0142.1, Table 12, of Statistics South Africa. Note that Statistics South Africa's "Civil Engineering Plant" includes equipment.

"M" is the "Materials Index" and shall be the "Price Index of Civil Engineering Materials", as published in the Statistical Release P0142.1, Table 11, of Statistics South Africa.

"F" is the "Fuel Index" and shall be the index for diesel oil – Coast and Witwatersrand, as published in the Statistical Release P0142.1, Table 12, of Statistics South Africa.

The suffix "o" denotes the basic indices applicable on the Base Date as defined in sub-clause 1.1.3.1 of the General Conditions of Contract.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular Payment Certificate is not known at the time when the certificate is prepared, the Engineer may estimate the value of such index. Any correction which may be necessary when the correct indices become known shall be made by the Engineer in subsequent Payment Certificates.

2. **Assessment of amount subject to adjustment** For the purpose of calculating the adjustment to the value of the certificates, the amount "Ac" shall be determined by the formula:

$$Ac = T - S - D - W - G - Ap$$

In which formula the symbols have the following meanings:

"T" is the summation of the total value of the

- (i) preliminary and general items,
- (ii) work done, and
- (iii) Materials on Site

as certified in the Payment Certificate under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule

“S” is the aggregate of (i), (ii), (iii) and (iv), referred to below, and included in “T”:

- (i) the amounts actually expended and substituted for any prime cost sums;
- (ii) the value of any work done by Nominated Subcontractors;
- (iii) the value of any work done against Provisional Sums
- (iv) the value of any extra or additional work done under a Variation order

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of work included in “T” and done at new rates fixed in terms of sub-clause 12.3, where those rates are not based on labour, Contractor’s Equipment or Materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the Base Date of the indices, in which case work done at these rates shall not be included in the value of “D”.

“W” is the amount included in “T” and paid for any Day work executed at Cost plus percentage allowances as set out in sub-clause 13.6 as amended by Particular Condition.

“G” is the amount included in “T” for Materials classified and dealt with as “special materials” in terms of sub-clause 13.8 as amended by Particular Condition.

“Ap” is the summation of all “Ac” amounts determined in terms of Clause 2 of this Schedule for all Payment Certificates preceding in time the Payment Certificate under consideration.

3. Reduction of CPAF after Time for Completion has expired	<p>Save only for Variations ordered to be carried out after the Time for Completion has expired, the Contract Price adjustment factor to be applied to certificates relating to work done or materials supplied after the Time for Completion shall be half the factor calculated by inserting in the formula referred to in Clause 1 of this Schedule the indices Lt, Et, Mt and Ft applicable at the date of expiry of the Time for Completion.</p>
4. Special materials	<p>The price of each “special material” specified in the Contract Data shall be increased or decreased by the net amount of any variation incurred after the date of the Tender on the basis set out in the Contract, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents which the Engineer considers necessary for that purpose. However, except for Variations ordered in terms of Clause 13 (Variations and Adjustments) all adjustments after expiry of Time for Completion shall be calculated by using the price of each “special material” at expiry of Time for Completion or the contract base price of each “special material”, whichever is the lesser.</p>

For the purpose of this clause, “the net amount of any Variation” in respect of a particular material referred to as a “special material” in terms of sub-clause 13.8 shall be calculated by multiplying the difference between the rate or price entered in the Contract by the Contractor for that Material and the equivalent rate or price actually paid by the Contractor for the Material by the quantity of the Material in question.

5. **Assessment of indices if certificates are not issued monthly** If more than one month intervenes between the months applicable to any Payment Certificate and the month applicable to the immediately succeeding payment certificate, then the indices "Lt", "Et", "Mt" and "Ft" applicable to the succeeding Payment Certificate shall each be taken as the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

C1.2.2 CONTRACT DATA - INFORMATION PROVIDED BY THE EMPLOYER

APPENDIX TO TENDER

Note: Clause numbers (Cl. No.) refer to the FIDIC "General Conditions of Contract for Construction for Building and Engineering Works designed by the Employer" (1999). The prefix A refers to an amendment in the Particular Conditions.

Item	Clause No	Data
Employer	1.1.2.2	<p>means The Department of Roads and Transport</p> <p>The Employer's address is:</p> <p>Department of Roads and Transport Private Bag X83 Marshalltown 2107</p>
Engineer	1.1.2.4	<p>The Deputy Director, Directorate Maintenance Technical Auxiliary Services, Office Support and Co-ordination, Koedoespoort will act as the Project Manager.</p>
Communications	1.3	<p>The addresses for communication between the parties shall be:</p> <p>BENONI Regional Manager Main Reef Road Benoni TEL: (011) 748 2001/2 FAX: (011) 423 2837</p> <p>BRONKHORSTSPRUIT Regional Manager Nr. 2 Industria Cresent Road Bronkhorstspruit TEL: (01393) 20171/2 FAX : (01393) 22851</p> <p>KRUGERSDORP Regional Manager 97 Sterkfontein Road Krugersdorp North TEL : (011) 660 5541 FAX : (011) 660 7884</p>

PRETORIA
Regional Manager
Plot 34
Baviaanspoort weg
Derdepoort 326 JR
TEL : (012) 808 9913
FAX : (012) 808 3470

VEREENIGING
Regional Manager:
Lager Street
Leeuhof
Vereeniging
TEL: (016) 451 1047
FAX: (016) 451 1048

Period of validity of tender	-	90 days after the closing date for tenders
Time for completion of works	1.1.3.3.	36 months including the contractor's holidays in December and January
Defects for notification period	1.1.3.7	12 calendar months
Laws	1.1.6.5	The law governing this contract is South African law
Time for access to the site	2.1	Nil (access on Commencement Date)
Amount of performance security	4.2	10 % of the accepted contract amount (CI no. 4.11)
Base date	13.8	Base date for this contract is the month prior to the date of tender closure.
Special non-working hours/days	A6.5	All designated public holidays (including all foreseeable statutory declared election days),
Period in which works must commence	A8.1	Not later than 14 days after the date on a Works Order
Delay damages for the works	A8.7	(a) Delay Damages (i) Late delivery/completion R 5000 per day for any specific works order (ii) Non-compliance / late submitted job creation templates (fully completed) R1000 per day
<i>Penalties for non-conformance</i>	A8.13	(b) Accommodation of traffic penalties (i) R5000.00 per identified event (ii) R500.00 per hour beyond instructed time for rectification
Evaluation	A12.3	The term "fixed rate item" shall apply to all items of work listed in the Pricing Schedule. (Including agreed items of work listed in variation orders)

Day work allowances	A 13.6	Not applicable
Price Variations	A 13.8	CPA Applicable
Retention money: - Percentage	14.3 (c)	Not Applicable
- Limit	14.3 (c)	Not Applicable
Minimum amount of interim payment certificate	14.6	Not Applicable
Contractor to insure with SASRIA	A17.3 (c)	Applicable / Required
Appointment of DAB	A 20.2	Not Applicable
BEE Target values (CPG)	E3.2	Not Applicable
Labour Content		Not Applicable
Sub-contractors		No Sub-contractors allowed
SMME/BE utilization		Not Applicable
Termination by Employer	15	Applicable
Suspension and Termination by Contractor	16	Applicable
Risk and Responsibility	17	Applicable
Insurance	18.1	Applicable / Required
Insurance for contractors work and equipment	18.2	Applicable / Required
General Public Liability cover for claims against the contractor	18.3	Applicable / Required
Insurance for contractor's personnel	18.4	Applicable / Required

SIGNED BY TENDERER:

C1.2.3 CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER

The Contractor is

Physical Address:

Telephone:

Facsimile:

The authorised and designated representative of the Contractor is:

Name:

The postal address for receipt of communications is:

Telephone:

Facsimile:

Physical Address:

Email:

C1.3 OTHER STANDARD FORMS

**C1.3.1 FORM OF OCCUPATION HEALTH AND SAFETY ACT 1993
(ACT NO. 85 OF 1993)**

This AGREEMENT made at on this the day of in the year between THE DEPARTMENT OF ROADS AND TRANSPORT (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998, and (hereinafter called "the Mandatory") on the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TENDER NR: for

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either :
 - a) the date of the Performance Certificate issued in terms of sub-clause 11.9 of the FIDIC Conditions of Contract for Construction for building and engineering works designed by the Employer (1999) (hereinafter referred to as "the GCC"), as contained in Volume 1 of the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 15, 16 or 19 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of sub-clause 4.8, 6.7 and 17.1 of the GCC and all relevant requirements of Volume 3 of the contract documents pertaining to this contract, the Mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in The Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatory and/or his employees and/or its subcontractors.

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

SIGNED FOR AND ON BEHALF OF EMPLOYER:

WITNESS:

NAME (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY

WITNESS:

NAME (IN CAPITALS):

C1.3.2 FORM OF GUARANTEE

To: The Department of Roads and Transport
Private Bag X83
Marshalltown
2107

Note to tenderer:

This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer. A separate copy of this pro forma will be issued to the successful tenderer with the letter of acceptance.

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

1. I/We , the undersigned, and
in our respective capacities as
and
and as such duly authorised to represent:
(hereinafter referred to as "the Guarantor") *(in the case of a company, a resolution to be attached)*
do hereby hold at your disposal the amount of
(R.....) including VAT, for the due fulfilment by
(insert the name of Contractor) (hereinafter referred to as "the Contractor") of its obligations to The Department of Roads and Transport (hereinafter referred to as "Employer") in terms of the above stated contract between the Contractor and the Employer.
2. The Guarantor hereby renounces the benefits of the exceptions non numeratae pecuniae, non causa debiti, excusonis and divisionis, the meanings and effect whereof we declare ourselves to be fully conversant.
3. The Guarantor undertakes and agrees to pay to the Employer the said amount of R
.....
(R.....) including VAT, or such portion as may be demanded on receipt of a written demand from the Employer, which demand may be made by the Employer if, (in your opinion and at your sole discretion), the said Contractor fails and/or neglects to commence the work as prescribed in the contract or if he fails and/or neglects to proceed therewith or if, for any reason, he fails and/or neglects to complete the services in accordance with the conditions of contract, or if he fails or neglects to refund to the Employer any amount found to be due and payable to the Employer, or if his estate is sequestrated or if he surrenders his estate in terms of the Insolvency Law in force within the Republic of South Africa.
4. Subject to the above and without in anyway detracting from your rights to adopt any of the procedures set out in the contract, the said demand can be made by you at any stage.
5. The said amount of R

(R.....) including VAT, or such portion as may be demanded may be retained by the Employer on condition that after completion of the service, as stipulated in the contract, the Employer shall account to the Guarantor showing how this amount has been utilised and refund to the Guarantor any balance due.

6. This guarantee is neither negotiable nor transferable and
 - a) must be surrendered to the Guarantor at the time when the Employer accounts to the Guarantor in terms of clause 5 above, or
 - b) shall lapse upon the issue of the Taking-Over Certificate in terms of sub-clause 10.1 of the General Conditions of Contract and
 - c) shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed.
7. This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.

THUS DONE AND SIGNED AT

ON THIS DAY OF 20.....

GUARANTOR:

AS WITNESSES: 1 2

NAMES (PRINT) 1 2

ADDRESSES 1 2

C1.3.3 FORM OF REGISTRATION OF CONTRACT WITH DEPARTMENT OF LABOUR

Annexure A

Occupational Health and Safety Act, 1993

Construction Regulations, 2003

Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
.....
- (b) Name and telephone number of principal contractor's contact person:
.....
2. Principal contractor's compensation registration number:
.....
3. (a) Name and postal address of client:
The Department of Roads and Transport, (insert Regional office postal address)
(b) Name and telephone number of client's contact person or agent:
Client: (enter Project Manager Name and telephone number)
.....
Agent: (enter Engineer name and telephone number)
.....
4. (a) Name and postal address of designer(s) of the Project:
.....
(b) Name and telephone number of the designer's contact person:
.....
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of Regulation 6(1):
.....
6. Name(s) of principal contractor's subordinate supervisors on site appointed in terms of Regulation 6(2):
.....

7. Exact physical address of the construction site or site office:

¹⁰ See, for example, the discussion of the 1993 Constitutional Conference in the section on the Constitutional Conference.

8. Nature of construction work:

¹⁰ See, for example, the discussion of the 1992 Constitutional Convention in the *Constitutional Convention of 1992: The Final Report* (1993).

.....

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 the principal contractor:

For more information, contact the Office of the Vice President for Research and Economic Development at 515-294-6450 or research@iastate.edu.

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

C1.3.4 FORM OF BANKING DETAILS

Notes to Contractor:

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
 - an original cancelled cheque bearing your company name and account number; or
 - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 1.3 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

To:

The Department of Roads and Transport
Chief Directorate Maintenance
1215 Nico Smith Street
Koedoespoort
Pretoria
0186

Dear Sir

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account Name:

Bank:

Branch Name:

Branch Code:

Account Number:

Yours sincerely

.....
Authorised Signatory for

DATE: '

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FORA PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the **COLTO Standard** Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in these Bill of Quantities are metric units. Abbreviations used in these Bill of Quantities are as follows:

%	= percent	m^2 -pass	= square meter-pass
h	= hour	m^3	= cubic meter
ha	= hectare	m^3 -km	= cubic meter/kilometer
kg	= kilogram	MN	= mega newton
kl	= kiloliter	MN.m	= mega newton-meter
km	= kilometer	MPa	= mega Pascal
km-pass	= kilometer-pass	No.	= number
kPa	= kilopascal	Prov sum	= Provisional sum
kW	= kilowatt	PC sum	= Prime Cost sum
l	= liter	R/only	= Rate only
m	= meter	sum	= lump sum
mm	= millimeter	t	= ton (1000 kg)
m^2	= square meter	W/day	= Work day

3. For the purpose of these Bills 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 COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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

Rate: The agreed payment per unit of measurement.

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

Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. **All items in the Bill of Quantities need to be completed separately. No grouping of items with a single lump sum will be allowed.**
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.
14. The Bills of Quantities in the Tender Document must be completed in Black Ink and signed.
15. The Bills of Quantities in the Tender Document must be fully completed – every item must be priced.
16. The contract will come to an end when either the money or the time period is finished. It is the discretion of the Department to increase the quantities or not.



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

Part C2.2 Bill of Quantities



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL A: BENONI REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

BILL A: BENONI REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	Contractor's general obligations: Time-related obligation				
d)	Establishment on site for orders of 2 days or less than 2 days	No	300		
e)	Establishment on site for orders more than 2 days	No	300		
f)	Occupational Health and Safety (OHS) Act, No. 85 of 1993 compliance	Month	36		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:					

BILL A: BENONI REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations				
a)	On dual carriageways	km	342		
b)	On single carriageways	km	2 757		
B15.03	Temporary traffic-control facilities:				
a)	Flagmen	Man-day	1 400		
B15.14	Accommodation of traffic during measurement and testing work	day	90		
B15.15	Extra over item B15.01 for the provision of a truck mounted annuator (TMA) and 5 ton gross mass vehicle as described in clause B1502(i)(ix)	day	90		
B15.16	Amber flicker lights mounted on signs	no	10		
B15.17	Provision of traffic safety equipment for use by the foreman				
a)	Safety jackets	no	15		
B15.18	Traffic Safety Officer	month	36		
B15.19	Penalties				
a)	Fix penalty per occurrence	no		5000.00	(rate only)
b)	Time related penalty	hour		500.00	(rate only)
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:					

BILL A: BENONI REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIREABLE VEGETATION</u>				
B92.01	Chemical control of vegetation and eradication of weeds a) Road reserve	ha	5 514		
B92.02	Additional chemical control of vegetation and eradication of undesirable Pom-pom weed (<i>Campuloclinium acrocephalium</i> on instruction of the Engineer with active ingredient mesulfus methyl: 600g/kg) b) Dense areas	ha	600		
B92.03	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Glyphosate 240g/ltr & terbuthylazine 350 g/ltr. a) Supply of chemicals	litre	1 000		
B92.04	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/ltr. a) Supply of chemicals	litre	16 000		
B92.05	Granular herbicides to the depot at Koedoespoort (with active ingredient Tebuthiuron 50g/kg a) Supply of granules	kg	16 000		
B92.06	Eradication of Pests and Rodents a) Around buildings and in gardens b) Inside buildings and offices c) Eradication of Rodents on premises	ha m ² m ²	12 25 000 25 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:					

BILL A: BENONI REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.07					
a)	Additional chemical control products	PC Sum	1		500 000.00
b)	Handling cost	%	500 000.00	10%	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL A:					550 000.00

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL A – BENONI REGION

1300:	CONTRACTOR'S GENERAL OBLIGATIONS	
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1500:	ACCOMMODATION OF TRAFFIC	
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9200:	CHEMICAL CONTROL OF VEGETATION AND UNDESIRABLE VEGETATION	
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9200:	ADDITIONAL CHEMICAL CONTROL	550 000.00
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SUBTOTAL	
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ADD 15% CONTINGENCIES	
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ADD VALUE-ADDED TAX (VAT) (15%)	
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TENDER SUM CARRIED TO FORM OF OFFER	
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SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL B: BRONKHORSTSPRUIT REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	Contractor's general obligations: Time-related obligation				
d)	Establishment on site for orders of 2 days or less than 2 days	No	300		
e)	Establishment on site for orders more than 2 days	No	300		
f)	Occupational Health and Safety (OHS) Act, No. 85 of 1993 compliance	Month	36		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:					

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations				
a)	On dual carriageways	km	20		
b)	On single carriageways	km	2 388		
B15.03	Temporary traffic-control facilities:				
a)	Flagmen	Man-day	1 400		
B15.14	Accommodation of traffic during measurement and testing work	day	90		
B15.15	Extra over item B15.01 for the provision of a truck mounted annuator (TMA) and 5 ton gross mass vehicle as described in clause B1502(i)(ix)	day	90		
B15.16	Amber flicker lights mounted on signs	no	10		
B15.17	Provision of traffic safety equipment for use by the engineer				
a)	Safety jackets	no	15		
B15.18	Traffic Safety Officer	month	36		
B15.19	Penalties				
a)	Fix penalty per occurrence	no		5000.00	(rate only)
b)	Time related penalty	hour		500.00	(rate only)
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:					

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.01	Chemical control of vegetation and eradication of weeds a) Road reserve	ha	4 776		
B92.02	Additional chemical control of vegetation and eradication of undesirable Pom-pom weed (<i>Campuloclinium acrocephalium</i> on instruction of the Engineer with active ingredient mesulfus methyl: 600g/kg) b) Dense areas	ha	500		
B92.03	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Glyphosate 240g/ltr & terbuthylazine 350 g/ltr. a) Supply of chemicals	litre	1 000		
B92.04	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/ltr. a) Supply of chemicals	litre	1 000		
B92.05	Granular herbicides to the depot at Koedoespoort (with active ingredient Tebuthiuron 50g/kg a) Supply of granules	kg	15 000		
B92.06	Eradication of Pests and Rodents a) Around buildings and in gardens b) Inside buildings and offices c) Eradication of Rodents on premises	ha m ² m ²	12 25 000 25 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:					

BILL B: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.07					
a)	Additional chemical control products	PC Sum	1		500 000.00
b)	Handling cost	%	500 000.00	10%	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL B:					550 000.00



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL B – BRONKHORSTSPRUIT REGION

1300:	CONTRACTOR'S GENERAL OBLIGATIONS	
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1500:	ACCOMMODATION OF TRAFFIC	
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9200:	CHEMICAL CONTROL OF VEGETATION AND UNDESIRABLE VEGETATION	
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9200:	ADDITIONAL CHEMICAL CONTROL	550 000.00
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SUBTOTAL	
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ADD 15% CONTINGENCIES	
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ADD VALUE-ADDED TAX (VAT) (15%)	
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TENDER SUM CARRIED TO FORM OF OFFER	
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SIGNED ON BEHALF OF TENDERER:



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL C: KRUGERSDORP REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

BILL C: KRUGERSDORP REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	Contractor's general obligations: Time-related obligation				
d)	Establishment on site for orders of 2 days or less than 2 days	No	300		
e)	Establishment on site for orders more than 2 days	No	300		
f)	Occupational Health and Safety (OHS) Act, No. 85 of 1993 compliance	Month	36		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:					

BILL C: BRONKHORSTSPRUIT REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations				
a)	On dual carriageways	km	873		
b)	On single carriageways	km	3 432		
B15.03	Temporary traffic-control facilities:				
a)	Flagmen	Man-day	1 400		
B15.14	Accommodation of traffic during measurement and testing work	day	120		
B15.15	Extra over item B15.01 for the provision of a truck mounted annuator (TMA) and 5 ton gross mass vehicle as described in clause B1502(i)(ix)	day	120		
B15.16	Amber flicker lights mounted on signs	no	10		
B15.17	Provision of traffic safety equipment for use by the engineer				
a)	Safety jackets	no	15		
B15.18	Traffic Safety Officer	month	36		
B15.19	Penalties				
a)	Fix penalty per occurrence	no		5000.00	(rate only)
b)	Time related penalty	hour		500.00	(rate only)
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:					

BILL C: KRUGERSDORP REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIREABLE VEGETATION</u>				
B92.01	Chemical control of vegetation and eradication of weeds a) Road reserve	ha	6 864		
B92.02	Additional chemical control of vegetation and eradication of undesirable Pom-pom weed (<i>Campuloclinium acrocephalium</i> on instruction of the Engineer with active ingredient mesulfus methyl: 600g/kg) b) Dense areas	ha	900		
B92.03	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Glyphosate 240g/ltr & terbuthylazine 350 g/ltr. a) Supply of chemicals	litre	1 000		
B92.04	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/ltr. a) Supply of chemicals	litre	1 000		
B92.05	Granular herbicides to the depot at Koedoespoort (with active ingredient Tebuthiuron 50g/kg a) Supply of granules	kg	16 000		
B92.06	Eradication of Pests and Rodents a) Around buildings and in gardens b) Inside buildings and offices c) Eradication of Rodents on premises	ha	36		
		m ²	25 000		
		m ²	25 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:					

BILL C: KRUGERSDORP REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.07					
a)	Additional chemical control products	PC Sum	1		500 000.00
b)	Handling cost	%	500 000.00	10%	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL C:					550 000.00



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL C – KRUGERSDORP REGION

1300:	CONTRACTOR'S GENERAL OBLIGATIONS	
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1500:	ACCOMMODATION OF TRAFFIC	
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9200:	CHEMICAL CONTROL OF VEGETATION AND UNDESIRABLE VEGETATION	
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9200:	ADDITIONAL CHEMICAL CONTROL	550 000.00
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SUBTOTAL	
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ADD 15% CONTINGENCIES	
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ADD VALUE-ADDED TAX (VAT) (15%)	
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TENDER SUM CARRIED TO FORM OF OFFER	
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SIGNED ON BEHALF OF TENDERER:



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL D: PRETORIA REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	Contractor's general obligations: Time-related obligation				
d)	Establishment on site for orders of 2 days or less than 2 days	No	300		
e)	Establishment on site for orders more than 2 days	No	300		
f)	Occupational Health and Safety (OHS) Act, No. 85 of 1993 compliance	Month	36		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:					

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations				
a)	On dual carriageways	km	432		
b)	On single carriageways	km	3 498		
B15.03	Temporary traffic-control facilities:				
a)	Flagmen	Man-day	1 400		
B15.14	Accommodation of traffic during measurement and testing work	day	100		
B15.15	Extra over item B15.01 for the provision of a truck mounted annuator (TMA) and 5 ton gross mass vehicle as described in clause B1502(i)(ix)	day	100		
B15.16	Amber flicker lights mounted on signs	no	10		
B15.17	Provision of traffic safety equipment for use by the engineer				
a)	Safety jackets	no	15		
B15.18	Traffic Safety Officer	month	36		
B15.19	Penalties				
a)	Fix penalty per occurrence	no		5000.00	(rate only)
b)	Time related penalty	hour		500.00	(rate only)
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:					

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIREABLE VEGETATION</u>				
B92.01	Chemical control of vegetation and eradication of weeds a) Road reserve	ha	6 996		
B92.02	Additional chemical control of vegetation and eradication of undesirable Pom-pom weed (Campuloclinium acrocephalium on instruction of the Engineer with active ingredient mesulfus methyl: 600g/kg) b) Dense areas	ha	800		
B92.03	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Glyphosate 240g/ltr & terbuthylazine 350 g/ltr. a) Supply of chemicals	litre	1 000		
B92.04	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/ltr. a) Supply of chemicals	litre	1 000		
B92.05	Granular herbicides to the depot at Koedoespoort (with active ingredient Tebuthiuron 50g/kg a) Supply of granules	kg	16 000		
B92.06	Eradication of Pests and Rodents a) Around buildings and in gardens b) Inside buildings and offices c) Eradication of Rodents on premises	ha m ² m ²	30 25 000 25 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:					

BILL D: PRETORIA REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.07					
a)	Additional chemical control products	PC Sum	1		500 000.00
b)	Handling cost	%	500 000.00	10%	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL D:					550 000.00



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL D – PRETORIA REGION

1300:	CONTRACTOR'S GENERAL OBLIGATIONS	
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1500:	ACCOMMODATION OF TRAFFIC	
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9200:	CHEMICAL CONTROL OF VEGETATION AND UNDESIRABLE VEGETATION	
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9200:	ADDITIONAL CHEMICAL CONTROL	550 000.00
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SUBTOTAL	
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ADD 15% CONTINGENCIES	
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ADD VALUE-ADDED TAX (VAT) (15%)	
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TENDER SUM CARRIED TO FORM OF OFFER	
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SIGNED ON BEHALF OF TENDERER:



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C2.2 BILL OF QUANTITIES

BILL E: VEREENIGING REGION

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF RATES IN BLACK INK.

BILL E: VEREENIGING REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	Contractor's general obligations: Time-related obligation				
d)	Establishment on site for orders of 2 days or less than 2 days	No	300		
e)	Establishment on site for orders more than 2 days	No	300		
f)	Occupational Health and Safety (OHS) Act, No. 85 of 1993 compliance	Month	36		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:					

BILL E: VEREENIGING REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations				
a)	On dual carriageways	km	324		
b)	On single carriageways	km	2 322		
B15.03	Temporary traffic-control facilities:				
a)	Flagmen	Man-day	1 400		
B15.14	Accommodation of traffic during measurement and testing work	day	90		
B15.15	Extra over item B15.01 for the provision of a truck mounted annuator (TMA) and 5 ton gross mass vehicle as described in clause B1502(i)(ix)	day	90		
B15.16	Amber flicker lights mounted on signs	no	10		
B15.17	Provision of traffic safety equipment for use by the engineer				
a)	Safety jackets	no	15		
B15.18	Traffic Safety Officer	month	36		
B15.19	Penalties				
a)	Fix penalty per occurrence	no		5000.00	(rate only)
b)	Time related penalty	hour		500.00	(rate only)
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:					

BILL E: VEREENIGING REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIREABLE VEGETATION</u>				
B92.01	Chemical control of vegetation and eradication of weeds a) Road reserve	ha	4 644		
B92.02	Additional chemical control of vegetation and eradication of undesirable Pom-pom weed (Campuloclinium acrocephalium on instruction of the Engineer with active ingredient mesulfus methyl: 600g/kg) b) Dense areas	ha	700		
B92.03	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Glyphosate 240g/ltr & terbuthylazine 350 g/ltr. a) Supply of chemicals	litre	1 000		
B92.04	Additional chemical control of vegetation and eradication of undesirable vegetation by preventive application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/ltr. a) Supply of chemicals	litre	1 000		
B92.05	Granular herbicides to the depot at Koedoespoort (with active ingredient Tebuthiuron 50g/kg a) Supply of granules	kg	16 000		
B92.06	Eradication of Pests and Rodents a) Around buildings and in gardens b) Inside buildings and offices c) Eradication of Rodents on premises	ha m ² m ²	28 25 000 25 000		
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:					

BILL E: VEREENIGING REGION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B9200	<u>CHEMICAL CONTROL OF VEGETATION AND ERADICATION OF UNDESIRABLE VEGETATION</u>				
B92.07					
a)	Additional chemical control products	PC Sum	1		500 000.00
b)	Handling cost	%	500 000.00	10%	50 000.00
TOTAL CARRIED FORWARD TO SUMMARY OF BILL E:					550 000.00



TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SUMMARY AND CALCULATION OF TENDER SUM: BILL E – VEREENIGING REGION

1300:	CONTRACTOR'S GENERAL OBLIGATIONS	
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1500:	ACCOMMODATION OF TRAFFIC	
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9200:	CHEMICAL CONTROL OF VEGETATION AND UNDESIRABLE VEGETATION	
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9200:	ADDITIONAL CHEMICAL CONTROL	550 000.00
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SUBTOTAL	
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ADD 15% CONTINGENCIES	
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ADD VALUE-ADDED TAX (VAT) (15%)	
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TENDER SUM CARRIED TO FORM OF OFFER	
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SIGNED ON BEHALF OF TENDERER:

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C3: Scope of Works

PART C3: SCOPE OF WORKS

		PAGE
SECTION A:	STANDARD AMENDMENTS ISSUED BY COLTO	113
SECTION B:	PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION	114
SECTION C:	ENVIRONMENTAL MANAGEMENT PLAN	142
SECTION E:	REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 157	157



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO

Notes to tenderer:

1. 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 and reproduced in Section A, together with additional amendments as set out in Section B.
2. Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' issued by COLTO (clause 1115 of the Standard Specifications refers).
3. The General Conditions of Contract applicable to this contract are the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer" (1999), issued by the International Federation of Consulting Engineers (FIDIC) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
4. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

As at time of this tender no amendments have been issued.

SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. 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 series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which 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.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the FIDIC Conditions of Contract as amended by the Particular Conditions of Contract to be found in Part C1 of this document. **The Employer assumes no responsibility for the contractor's interpretation of which is the correct relevant clauses.**

PROJECT SPECIFICATIONS

TABLE OF CONTENTS		PAGE
SERIES 1000:	GENERAL 116	116
SECTION B1100:	DEFINITIONS AND TERMS	116
SECTION B1200:	GENERAL REQUIREMENTS AND PROVISIONS	118
SECTION B1300:	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	122
SECTION B1500:	ACCOMMODATION OF TRAFFIC	124
SECTION B9000:	VEGETATION MANAGEMENT	134

SERIES 1000: GENERAL**SECTION B1100: DEFINITIONS AND TERMS****B1115 GENERAL CONDITIONS OF CONTRACT**

Replace Clause 1115 with the following:

The General Conditions applicable to this Contract are the FIDIC Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, 1st Edition 1999.

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the FIDIC Conditions of Contract. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the FIDIC Conditions of Contract for Construction, as amended by the Particular Conditions of Contract in Part C1.2 of this Volume, shall apply and the contractor shall be responsible for interpretation of the equivalent clause

CHANGES TO REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND FIDIC GENERAL CONDITIONS

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		Definition of FIDIC
1204	1200-2	15	Construction programme	8.3	Construction programme
1204	1200-2		General reference to GCC		Applicable to FIDIC
1206	1200-3	14	Setting out of works	4.7	Setting out of works
1209(a)	1200-4		General references to GCC		Applicable to FIDIC
1209(e)	1200-5	52(2)	Valuation of material brought onto site	14.5	Plant and material intended for use in the works.
1210	1200-5	54(1)	Certificate of practical completion	10.1	Taking-over certificate
1212(1)	1200-7	49(2)	CPA on alternative designs	13.8	CPA on alternative designs
1215	1200-9	45(2)	Extension of time for completion due to abnormal rainfall.	8.4	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	17.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to FIDIC
1303(iii)	1300-1	49	Price adjustment Item 13.01(a)	13.7&13.8	Price adjustment Item 13.01(a)
1303(iii)	1300-2	49	Price adjustment Item 13.01(b)	13.7&13.8	Price adjustment Item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 20%		Not applicable to this contract
1303(iii)	1300-2	53	Variations exceeding 20%		Not applicable to this contract
1303	1300-2	12	Payment Item 13.01(c)	8.1	Payment Item 13.01(c)
1303	1300-2	45	Payment Item 13.01(c)	8.4	Payment Item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	13.3	Variation for rented accommodation
1505	1500-3	40(1)	Variation for temporary drainage	13.3	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	13.5	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	13.5	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	13.3	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
Item 45.06	4500-3		General reference to GCC, PC Sums	13.5	Provisional Sums in FIDIC
5803(c)	5800-3	40	Variation, for landscaping	13.3	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	13.3	Variation, for grassing

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		FIDIC Conditions of Contract for Construction 1st edition 1999	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
Item 58.10	5800-10	48	Payment for Extra Work	13.5	Payment for Extra Work
8103(c)	8100-1	40	Variation, for testing material	13.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums		Applicable to FIDIC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	11.11	Clearance of site on completion, with reference to core drilling

Add the following clause:

"B1156 OTHER DEFINITIONS

The COLTO Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) has been written for all contractors, employers and engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Contractor

The Contractor and the contractor is the same persona defined under clause 1.1.2.3 of the FIDIC Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

Employer

The Employer and employer is the same persona and are defined in C1.2.2 Contract Data, and clause 1.1.2.2 of the FIDIC Conditions of Contract.

Engineer

The Engineer and engineer is the same persona and are defined in the C1.2.2 Contract Data, and clause 1.1.2.4 of the FIDIC Conditions of Contract.

Site

The site is defined in clause 1.1.6.7 of the FIDIC Conditions of Contract. It is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The contractors and his subcontractors camp sites

Works

The works is described in Part C4 of this document and is as defined in clause 1.1.5.8 of the FIDIC Conditions of Contract and prescribed in Sections B, C & D of this Volume.

SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Replace the first paragraph with the following:

"The contractor shall base his initial programme of work for a specific order on the scope of works as indicated by the engineer or engineer's representative at that stage. This programme shall be revised based on the scope of works as contained in the official order."

Add the following subclause:

(c) Execution

The following procedure will be followed in the execution of the works:

- (i) The project manager or project manager's representative shall inform the contractor of the scope of works pertaining to a particular section of a road or different road sections within the same administrative region.
- (ii) The contractor shall inspect the identified site or sites and agree the classification of the different sites with the project manager and prepare an estimate of quantities, monetary value and contract period for executing the work on this site/sites. A cost estimate shall be prepared and submitted in a form acceptable to the project manager and priced in terms of the relevant contract rates and prices.
- (iii) The project manager or project manager's representative shall receive this estimate, consider the availability of funds and the proposed construction period. If accepted, an official order will be placed on the contractor for the agreed scope of works, amount and duration. No work shall be done unless an official order has been issued by the employer. The contractor shall also not be allowed to commence with any work until such time as he has entered into agreement with the employer in terms of the Occupational Health and Safety Act, 1993.
- (iv) The contractor shall then programme the work pertaining to a particular order to start within the required response time and to be completed by the due completion date. The programme shall be prepared in terms of working days.
- (v) The contractor shall execute the works in compliance with the specifications and with due regard of the total amount of the order. Should the contractor find that the scope of work or the quantities required to affect the necessary work included in the specific order would result in an over expenditure on that order, he shall inform the project manager or project manager's representative timeously. No over expenditure on a particular order shall be accommodated unless the project manager or project manager's representative had been informed timeously of the possible over-expenditure and had been given the opportunity to review the scope of works for that particular order with the view of adjusting it to remain within the order amount or to initiate alternative measures available within the Provincial Financial System. Such alternative measures may include the issue of a supplementary order to conclude the work included in the original scope of works, if approved by the project manager.
- (vi) No work shall be done if the environmental conditions are such that the quality of the work will be detrimentally affected or will constitute a hazard to the motoring public.
- (vii) Should conditions outside of the control of the contractor be encountered on site which would materially influence the production by the contractor, the contractor

may claim for an extension of time. Such a claim shall in all respects comply with the requirements in the Conditions of Contract.

The length of the extension of time claimed, shall be based on the minimum production rates quoted in the attached form, or on the production rate implied by the contractor in his programme for that particular order, whichever gives the shorter possible extension of time period.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the project manager approves the quality plan".

Replace the third paragraph with the following:

"The intensity of control and of tests to be conducted by the contractor in terms of these obligations shall be at least to a sample level of 5 % of the total works contained in that specific order or such higher sample level to ensure that proper control is being exercised."

B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Replace "clause 14" in the first paragraph with "clause 4.7"

Delete "and of clause 14 of the general conditions of contract" in the sixth paragraph.

Add the following paragraph:

"The contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the project manager. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the project manager shall be the contractor's responsibility and included in the tender rates".

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete clause 1215 and replace it with the following.

"B 1215 EXTENSION OF TIME

Extension of time in terms of Clause 8.4 of the Conditions of Contract shall be determined by mutual agreement between the project manager and the contractor. Delays on working days only (based on a six-day working week) and excluding non-working days as indicated in the Appendix will be taken into account for the determination of the extension of time."

B1224 THE HANDING OVER OF THE ROAD RESERVE

Add the following subclause:

"The road reserves of all the roads to be marked under this contract will be handed over to the contractor after receipt by the contractor of the official order from the employer for such a time as indicated in the programme of work or such extended period as approved by the project manager.

The occupation of the road reserves of the roads to be repaired shall be limited to those sections as directed by the project manager. The contractor will be permitted to work on any portion of the road within the specified limits provided that a free and safe flow of traffic is maintained at all times and that the requirements of the Specifications are complied with. No work may be undertaken on any section of road without an official order from the project manager."

B 1227 MONTHLY SITE MEETINGS

Add the following:

"The venue of such site meetings shall be determined by the project manager."

Add the following clauses:

"B 1230 REPORTING OF ACCIDENTS

The contractor shall report every accident which occurs on the road, within the extent of the Works, to the project manager, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the Works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident should also be included in the report. The contractor shall include and submit the reports with his payment certificates to the project manager. The project manager has the right to conduct, or have conducted, any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident."

B1231 MATERIALS

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the project manager with certificates showing that the materials do comply with this specification.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the project manager's office on the site free of charge.

Where materials are specified under trade names tenders must be based on these materials.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions. Agrément certified products shall be used and placed in accordance with its Agrément certification criteria.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the project manager (or other persons authorised by the project manager) at all reasonable times, and the project manager shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications."

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(c) Legal and Contractual Requirements and responsibilities to the public

Add the following:

"Legislation imposes mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

Section C of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant environmental legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties by the relevant authority.

Section D of the Scope of Works contains the specifications that regulate the contractor's construction methods so far as to ensure health and safety of his employees and of the public. A new pay item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process."

B1303 PAYMENT

Item	Unit
B13.01 The contractor's general obligations	

Add the following pay subitem:

"(d) Establishment on site for order for two days or less.....days
(e) Establishment on site for orders for longer than two daysdays"

The unit of measurement shall be the number of working days as agreed with the project manager at the time the scope will be confirmed for a particular section of work.

Payment of the sum tendered for subitem (d) and (e) shall include the compensation to the contractor for such charges as indicated hereafter and which would not be reasonably recovered from the tendered rates for application of herbicides on an order of this size.

Add the following pay subitem:

"(f) Health and safety obligationmonth"

The unit of measurement shall be per month.

The tendered rate shall include full compensation for compliance with the Occupational Health and Safety (OH&S) Act, No. 85 of 1993 and it covers all aspects of Occupational Health and Safety as affected by this contract.

The tendered rate per month for subitem B13.01 (d) will be paid monthly, pro rata for parts of a month, from the date on which the contractor has received the Letter of Acceptance, until the end of the period of completion of the works, plus any extension thereof as provided in clause 8.4 of the conditions of contract.

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, of June 2013 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574. See link for full copy: https://www.transport.gov.za/documents/11623/109113/SARTSM_V2full_2019_compressed-pages_1-51.pdf/106cc340-5d33-49ef-81f6-f6096ab6a10d

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

(a) Safety

Replace the full stop at the end of the first paragraph and continue with the following:

"... flow of traffic, including the prohibition of his, and his subcontractor's, construction plant from disregarding the stop/go accommodation of traffic control facilities. Failure to comply with this requirement shall be taken as a penalty event in terms of B1502 (1)."

Add the following after the first paragraph:

"Should the contractor park any of his construction plant within the road reserve at night, it shall be done in such a way that the vehicle is more than 5 m away from the shoulder of the road and it shall be properly illuminated and signposted to ensure safe passing by motorists."

(f) Approval of temporary deviations

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the project manager for his approval."

(i) Traffic Safety Officer

Add the following to the end of the second paragraph:

"The contractor shall submit a CV of the candidate to the project manager for approval before the candidate is appointed as the traffic safety officer. "

Insert the following as the opening phrase to sub-sub-clause (i):

"make himself available to discuss road safety and traffic accommodation matters whenever required by the project manager and shall be responsible..."

Delete sub-sub-clauses (ii) and (iii) and replace with the following:

"(ii) Record on neat and dimensioned sketches and submit to the project manager the position and sign reference number, where applicable, of each

sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer and shall be signed by the traffic safety officer before being submitted to the project manager.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

(iii) Personally, inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 09h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the project manager such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

Add the following sub-sub-clauses:

"(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a traffic safety vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent. The traffic safety officer shall have his own vehicle to carry out inspections and at least one assistant to accompany him full time. Furthermore the traffic safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM as well as a truck mounted attenuator – ALPHA 70 K as supplied by Armco Road Safety Products, or similar approved complying with TL-2 criteria when tested in accordance with NCHRP 350 or N1 criteria when tested in accordance with EN 1317; certification of compliance to be provided by the contractor at the request of the project manager. The attenuator shall be used when the vehicle is utilized to close traffic lanes or when attending to stationary or broken-down vehicles or accident scenes. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 150 mm high, and the sign shall be mounted on both the traffic safety officer's vehicle and the traffic safety vehicle at least 1,5 m above ground level. The proposed sign and letter dimensions shall be submitted to the project manager for his approval.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

Each working area operating under single direction traffic control shall be equipped with two working "walkie-talkie" radios, one at each end of the working area.

- (x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the event of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition, the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

Add the following sub-clauses:

"(j) Crossing the median or carriageway centreline

No vehicle or item of equipment shall be allowed to cross the median of a dual carriageway road or the centreline of a single carriageway unless the traffic accommodation and signage specifically allows for this and is approved by the project manager as safe.

(k) Site personnel

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

(l) Penalty events

Whenever the following events occur, the contractor shall be subjected to penalty conditions expressed in the Appendix to Tender.

(i) Noncompliance with accommodation of traffic specifications

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the project manager, shall be sufficient cause for the project manager to apply penalties as follows:

A fixed penalty of R5 000, 00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition, a time-related penalty of R500, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the project manager has given an instruction to this effect. The project manager's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Add the following before the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements of the National Road Traffic Act, 1996 (Act 93 of 1996) and the National Road Traffic Regulations 2000, the requirements of the relevant authority the SA Road Traffic Signs Manual, Vol 2, Chapter 13: Roadworks Signing and the Drawings."

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

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, Channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the project manager shall not be departed from without prior approval of the project manager. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

(b) Road signs and barricades

Add the following:

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

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10."

(c) Channelisation devices and barricades

Add the following:

"The use of drums as Channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

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

- (i) It shall be manufactured from a flexible material and should comply with SANS 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 stabilised by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorized, with class 1 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 project manager.
- (v) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (vi) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones shall comply with the following requirements:

- (i) Traffic cones may be used only at short term lane deviations during daylight.
- (ii) Cones shall not be used on their own but shall be interspersed with delineators at a ratio not exceeding 3:1.
- (iii) Cones used on all deviations shall be 750mm high.
- (iv) Lane closures which continue into the night time shall be demarcated by delineators only.
- (v) They shall be manufactured from a flexible material and be fluorescent orange in colour.
- (vi) The base of the cone shall be non-circular to limit any rolling action should the cone be up-ended.
- (vii) Whenever cones will be used in times of restricted visibility the cones shall be fitted with white retro-reflective sleeves.
- (viii) The maximum spacing between centres of delineators or cones shall be as shown on the Drawings or as directed by the engineer."

(e) Warning devices

Add the following:

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

(i) Vehicle mounted flashing lights

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

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

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

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

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

Add the following sub-clauses:

"(g) Other traffic control measures ordered by the project manager

The project manager may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the project manager. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the project manager may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

(i) Safety vests

The contractor shall provide the project manager and visitors with safety vests for moving around on site. The vests shall be fluorescent orange in colour with reflective material sewn onto it and shall be to the approval of the project manager.

No separate payment will be made for the safety vests and full compensation therefore shall be deemed to be included in the rates tendered for Section 5700."

(j) Retro-reflective material

Retro-reflective material for temporary signs shall comply with the requirements of SANS 1519 for weathered material. Tests shall be carried out with a field retro reflectometer. The testing procedure and classification are described in Clause B8118."

(l) Lane Closures

Work on a carriageway shall be restricted to one side only of that carriageway at any particular point and no work may be carried out simultaneously on both lanes at a particular chainage.

Each working area shall be introduced by means of a taper in accordance with the details shown in the South African Road Traffic Signs Manual (SARTSM), Volume 2, and Chapter 13.

The positioning of the tapers shall be such that they are clearly visible to the travelling public. The sign distance, when measured from an eye height of 1, 05 m to an object height of 0.15 m at the start of the taper shall not be less than 250 metres. Furthermore, the top of the delineators shall be fully visible from an eye height of 1, 05 m for a distance of not less than 500 metres.

Partial closure of a lane will not be permitted.

The contractor shall patrol all deviations continuously, on a 24-hour basis including nights weekends and holidays. All damaged or disturbed signs, or other traffic demarcation devices shall be replaced or fixed to meet the specified requirements of this contract as soon as they are disturbed or knocked out of position.

Payment for the patrolling and repositioning of disturbed signs as well as replacement of signs lost, stolen, or damaged shall be deemed to be included in the tendered rates."

Add the following after the fourth paragraph:

"The work executed under this contract shall only be constructed behind a clearly demarcated and barricaded working area while the public is utilising the existing travelled way and shoulders or parts thereof. It shall be the contractor's responsibility to ensure the safe and unhindered passage of traffic. The working area is to be separated from the public traffic area by temporary traffic-control devices specified or ordered by the project manager.

Work will only be permitted on one side of a carriageway at any one time.

Construction vehicles will only be permitted to cross the existing road at existing intersections or at designated crossing areas which are to be agreed with the engineer prior to using such a crossing area

Tapers at demarcated working areas shall be so positioned to ensure that the travelling public has adequate warning of road construction activities.

At intersections particular care shall be required with regards to the programme and sequence of work activities, the demarcation of the work areas and the positioning of the traffic-control devices. Planning for carrying out the work in these areas shall in particular require the approval of the engineer.

No vehicles shall be permitted to enter the work area in the incoming taper area.

The contractor shall be responsible for the safe turning-off and merging of public and construction vehicles.

The Contractor's drivers and operators shall exhibit good road manners and no equipment or vehicles shall be run against the public traffic stream. Work shall progress sequentially from one end of the Contract to the other so that the road is completed in a logical fashion.

Wherever the conditions specified for accommodation of traffic are violated, this shall be sufficient reason for the engineer or resident engineer to suspend all work immediately until such failure is rectified and is subjected to penalty conditions.

Work on the carriageway shall be restricted to certain specified orders, lengths and time limits according to the type of work done in the working area.

All traffic-control facilities shall be removed from the carriageway every afternoon one hour before sunset and the public traffic be allowed the use of the full width of the travelled way at night and over weekends. The barricaded length shall be just sufficient to cover the work area scheduled for that day, but never longer than 2000 m in any event. The 2000 m long working area may be moved forward each day and by an amount equal to that completed the previous day.

Adequate passing opportunity shall be made available for the public traffic between any two consecutive working areas. Each passing section between any one of the working areas shall not be shorter than 2000 m between tapers, which distance may be increased by the engineer in areas with limited passing opportunities. No work shall be carried out between consecutive working areas

B1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

"Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations:	
(a) On dual carriageways	kilometre (km)

Replace the first paragraph with the following:

"The unit of measurement shall be the kilometre, measured along the centre lines of the road where work is carried out. Accommodation of traffic shall be measured once only.

Item	Unit
B15.03 Temporary traffic control facilities	
<i>Add the following:</i>	

"(a) Flagmen	Man-day
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"The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of three eight hour shifts in a twenty four hour period. Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day."

Add the following pay items:

Item	Unit
B15.14 Accommodation of traffic during measurement and testing work ... day	

The unit of measurement shall be the number of days during which the specified measurement and testing was taking place.

Item	Unit
B15.15 Extra over item B15.01 for the provision of a truck-mounted attenuator (TMA) and a 5 ton gross mass vehicle as described in Clause B1502 (i)(ix)	day

The unit of measurement shall be the number of days during which the specified attenuator had been provided.

Item	Unit
B15.16 Amber flashing lights mounted on signs	number (No)

The tendered lump sum shall include full compensation to provide, erect, operate and maintain two amber flashing lights per sign at each end of the traffic accommodation sections. It shall also include the provision of power to operate the lights, replacing bulbs as required and keeping the lenses clean and visible.

Item	Unit
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B15.17 Provision of traffic safety equipment for use by the engineer

(a) Safety jackets number (No)

The unit of measurement shall be the number of each item provided as specified and approved by the project manager.

The tendered rates for the various safety items shall include full compensation for provision thereof and maintenance in good working order.

Item	Unit
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B15.18 Traffic safety officermonth

The unit of measurement shall be the period in months that the approved traffic safety officer is employed.

The tendered rate per month shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in sub-clause B1502 (i)

Item	Unit
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B15.19 Penalties

(a) Fixed penalty per occurrence number (No)

(b) Time related penalty hour (h)

In subitem B15.19(a) the unit of measurement shall be number and applied for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications at the rate specified in the pricing schedule."

In subitem B15.19 (b) the unit of measurement shall be hour and applied for each hour over and above the time set by the project manager that the identified non-compliance has not been rectified.

The above pay items shall be applied at the rates stated in the Appendix to Tender and in the pricing schedule and become payable by the contractor in each and every month they occur and shall be deducted from the amount due to the contractor on the relevant monthly payment certificates."

SERIES B9000: VEGETATION MAINTENANCE

Add the following section:

“Section B9200 : CHEMICAL WEED CONTROL, ERADICATION OF UNDESIRABLE VEGETATION AND THE CONTROL OF PESTS AND RODENTS

CONTENTS

B9201	SCOPE
B9202	EXECUTION OF THE WORK
B9203	ACCEPTANCE CRITERIA
B9204	EQUIPMENT
B9205	MEASUREMENT AND PAYMENT

B9201 SCOPE

This section covers the chemical eradication of declared and undesirable vegetation as well as the chemical control of vegetation growth, through the application of herbicide as determined by the project manager. It will be required to eradicate insects and rodents in and outdoor as and when required at various sites.

B9202 EXECUTION OF WORK

The eradication of undesired vegetation, pests and rodents shall be executed as and when instructed by the project manager.

The contractor's attention is drawn to the requirement that herbicides may only be applied by duly registered, competent contractors in possession of a Certificate of Registration as a Pest Control Operator Specifying the Field of works as Weed Control. As required by the Department of Agriculture in Act No. 36 of 1947, proof of such registration shall be furnished on submission of the tender.

The contractor's attention is drawn to the requirement that Pesticides and Rodenticides; may only be applied by duly registered, competent contractors in possession of a Certificate of Registration as a Pest Control Operator Specifying the Field of works as Structural Pest Control. As required by the Department of Agriculture in Act No. 36 of 1947, proof of such registration shall be furnished on submission of the tender.

The registered person specified on the Pest Control Operators Certificate shall be at the work site of application at all times during spraying and ensure that no damage is caused to other plants inside or adjacent to the treated areas as a consequence of the application of herbicides.

Application shall not be carried out in high winds or wet weather.

The following herbicides / pesticides may not be used:

- Herbicides having a scorching or temporary burning / kill-off effect on plants on its own but can be used in combination of soil stimulant
- Agents of an explosive, flammable, volatile or corrosive nature
- Sodium chlorate
- Volatile low hormone type herbicides
- Agents which are not registered in the Republic of South Africa

The contractor shall state the brand names of the herbicides, on which the tendered rate is based, which shall be subject to the approval of the project manager, prior to the application thereof.

The agent shall be guaranteed to kill at least 90% of the unwanted vegetation for a period of 6 months with one application and shall have a residual effect, which controls the growth of such vegetation effectively.

The agent shall be guaranteed to kill at least 90% of the unwanted pests and rodents with one application and shall have a residual effect, which decreases the pest population effectively.

The herbicides should be strictly applied at the rate recommended by the manufacturer.

a) **Control of vegetation growth (Weed Control)**

Will be done on the following areas:

- All tar road edges on both sides of the road. Applicable to dual and single carriage ways.
- Around all road signs
- Street lighting poles.
- All paved areas and under bridges.
- Under and adjacent to Crash Barriers.
- All in and outlets of Drainage Systems
- Outlet channels from the soil and concrete drains.
- All concrete side drains and channel shuts.

Subject to written approval by the project manager beforehand, spraying shall be executed in the following designated areas or as instructed by the project manager:

- i. Shoulder weed spray shall involve the spraying of a 300mm wide strip of herbicide, 100mm of which will be on the surfaced shoulder and 200mm on the gravel shoulder.
- ii. Vegetation under guard-rails shall be controlled by spraying under the guard-rail to minimum width of 500mm;
- iii. Openings, cracks and joints between the road pavement and concrete as well as between paving stones and concrete blocks;
- iv. Around the poles at kilometre markers, road signs and guard-rail posts as indicated by the engineer;
- v. Between the road reserve fence and a neighbouring solid wall. Here the contractor may use only contact herbicides which are absorbed by the leaves and which do not have a detrimental effect on the soil;
- vi. On block paved areas adjacent to concrete median barriers or steel guard-rails. These areas may have slopes to 1:1 grades.
- vii. On joints and cracks of concrete drainage channels.

The type of herbicide to be used, the correct spray rates, the method of application and when applied shall be as specified in the Project Specifications.

The contractor shall ensure that no damage whatsoever is caused to any desired plants inside or adjacent to the areas treated as a consequence of the application of the herbicides, either during or after application. This also includes areas outside the road reserve.

The type of weed killer to be used, the correct application rates and when applied shall be as specified and according to the manufacturer's instructions and approved by the project manager.

Products containing the following active ingredients must be used for weed control are as follows: ("Weeds" mentioned here are mostly grasses, weeds and herbaceous plants)

ACTIVE INGREDIENTS OF PRODUCTS	PURPOSE OF USE
Glyphosate	Weed Control
Glyphosate and terbutylazine	Weed Control
Glyphosate granular formulation	Weed Control
Imazapyr	Weed Control
Bromacil	Weed Control
Tebuthiuron	Weed Control
Bromacil and tebuthiuron	Weed Control
Indaziflam (Alkylazine)	Weed Control

b) **The Eradication of declared alien and invader plants.**

Due to National Legislation invader species are controlled by the National Biodiversity Environmental Management: Biodiversity Act, 2004 (Act no. 10 of 2004) – Alien and invasive Species (AIS) Regulations which became law on 1 October 2014.

The AIS Regulations list 4 different Categories of invasive species that must be managed, controlled or eradicated from areas where they may cause harm to the environment.

Invasive species are species that have been introduced into an area and are able to out-compete and displace indigenous or useful alien species. They may be plants, animals or microbes, and are widely regarded as among the biggest threats to the productive use of land and water, to the ecological functioning of natural systems, to health and to the economy. In total there is a list of 559 invasive species within South Africa.

Will be done on the following areas:

- The full road reserve to the adjacent landowner's fence-line.

Plant species to be eradicated:

- All species listed in the National Biodiversity Environmental Management: Biodiversity Act, 2004 (Act no. 10 of 2004) – Alien and invasive Species (AID) Regulations which became law on 1 October 2014.

The eradication of declared and undesirable vegetation in the road reserve during the contract period will be over the whole length of the sections of road involved, and may include localised patches of noxious weeds, invader plants and other undesired vegetation.

Products containing the following active ingredients must be used for invader plants, are as follows: ("Invader plants" mentioned here are mostly woody and herbaceous plants. There is also weeds and grasses as invaders but to a lesser extent)

ACTIVE INGREDIENTS OF PRODUCTS	PURPOSE OF USE
Glyphosate	Tree / shrub Control
Glyphosate granular formulation	Tree / shrub Control
Imazapyr	Tree / shrub Control
Bromacil and tebuthiuron	Tree / shrub Control
Picloram	Tree / shrub Control
Triclopyr	Tree / shrub Control
Picloram plus triclopyr, a ready to use water based gel formulation with a build in blue dye for the control of woody plants	Tree / shrub Control
Metsulfuron-methyl	Herbaceous Control

The contractor shall ensure that no damage whatsoever is caused to any desired plants inside or adjacent to the areas treated as a consequence of the application of the herbicides, either during or after application. This also includes areas outside the road reserve.

The type of weed killer to be used, the correct application rates and when applied shall be as specified and according to the manufacturer's instructions and approved by the project manager.

c) **The Eradication of Pests and Rodents.**

1. This will also be required within the boundaries of a Depot, within stores and also within office areas.
2. Always use the safest possible product as your maintenance control product.
3. Safety is determined by the active ingredient, formulation and application method.
4. Always spray products in a specific Pesticide Program in order to get the best control for the specific pest problem, rotate products in order to maximise performance and curb possible resistance from the pest against insecticide compounds.

Pesticide products (Public Health) that may be used are as follows:

ACTIVE INGREDIENTS OF PRODUCTS	FORMULATION	PURPOSE OF USE
INSECTICIDES	Registered for indoor and outdoor insect Control, Act 36 of 1947	
Cypermethrin	EC	Broad spectrum insecticide
Deltamethrin	CS	Broad spectrum insecticide, indoors with long residual action
Alpha-cypermethrin	WP	Broad spectrum insecticide, indoors with long residual action
Diazinon	EC	Broad spectrum insecticide, indoors with short residual action
Hydramathalon	Bait	For cockroaches
Fipronil	Bait	For cockroaches
Hydramathalon	Bait	For ants
Fipronil	SC	Termite control
RODENTICIDES	Registered to use in and around human dwellings, Act 36 of 1947	
Flocoumafen	Pellets, granule or wax block	Single feed Rodenticide, to be used for initial treatments
Difenacoum	Wax block or Paste or liquid	Multiple feed Rodenticide, use as the Maintenance treatment.

B9203 ACCEPTANCE CRITERIA

Eradication of undesired vegetation shall be carried out as specified and to the satisfaction of the engineer. The herbicide shall be applied at the correct rate to prevent re-growth and the application confined to the undesired vegetation. Pest control will be done as specified by the manufacturer of the pesticide. Follow-up or maintenance treatments might be necessary

Areas shall be left neat and tidy and all vegetation cuttings removed unless otherwise instructed.

B9204 EQUIPMENT

Vegetation, Pests and Rodents shall be eradicated using knapsacks, portable or and motorised weed spraying machines or bait.

It is important that the equipment be in good working condition. The equipment shall

distribute the herbicide evenly without spilling. The nozzle shall be able to move close to the ground in order to prevent mist spray blowing away and killing plants which have to be maintained. The equipment shall also be safe for the workers as well as for the travelling public.

B9205 MEASUREMENT AND PAYMENT

B9200 CHEMICAL WEED CONTROL, ERADICATION OF UNDESIRABLE VEGETATION AND CONTROLLING PESTS AND ROADENTS

Item	Unit
B920.01 Chemical control of vegetation and eradication of weeds (Weed Control)(Specify Region)	
a.) Road reserve	Hectare (ha)

The unit of measurement shall be the area of road reserve that has been treated as specified and shall include full compensation for all labour, equipment and material required for control of vegetation and eradication of weeds as specified in the specifications or as instructed by the project manager.

The contractor is to assess the number of different types of places where application of chemicals will be required and to make provision accordingly for the fluctuating chemical demand per section of road.

The tendered rate shall include full compensation for the supply of chemicals, equipment and labour for the spraying of the chemical liquids in accordance with the manufacturer's specifications. The tendered rate shall also include the wetting agent and Dye as required.

The tendered rates shall be fully inclusive of any costs arising from restricted working conditions due to the nature of the site or traffic flow.

Payment will be made as follows:

- (a) 60% will be payable when visible results are obtained
- (b) The remaining 40% will be payable when at least 90% of the treated vegetation has been controlled to the opinion of the project manager.

Item Unit

B92.02 Chemical control of declared alien and Invader plants on

b.) Dense areas.....	hectare (ha)
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The unit of measurement for sub-item B92.02 (b) shall be the hectare of additional control of vegetation and eradication of weeds. The areas will be measured by dense hectare (the percentage of infestation per hectare). For payment the rate per hectare will be that multiplied by the percentage infestation. The tendered rate shall also include full compensation for all labour, equipment and material required for control of vegetation and eradication of weeds.

The contractor is to assess the number of different types of places where application of chemicals will be required and to make provision accordingly for the fluctuating chemical demand per section of road.

The tendered rate shall include full compensation for the supply of chemicals, equipment and labour for the spraying of the chemical liquids in accordance with the manufacturer's

specifications. Local labour must be employed for this specific activity and the contractor must ensure that adequate training is provided to this labourer. No additional payment will be made for this training.

The tendered rates shall be fully inclusive of any costs arising from restricted working conditions due to the nature of the site or traffic flow.

Payment will be made as follows:

- (a) 60% will be payable when visible results are obtained
- (b) The remaining 40% will be payable when at least 90% of the treated vegetation has been controlled to the opinion of the engineer.

Item	Unit
B92.03 Additional chemical control of vegetation and eradication of undesirable vegetation by preventative application of herbicides with active ingredient Glyphosate.240 g/l & terbuthylazine. 345 g/l.	

a.) Supply of Chemicals litre (l)

The unit of measurement for sub-item B92.03 (a) shall be for the number of litres of liquid chemicals that have been delivered to the depot at Koedoespoort and shall include full compensation for supply and delivery to the depot at Koedoespoort

Item	Unit
B92.04 Additional chemical control of vegetation and eradication of undesirable vegetation by preventative application of herbicides with active ingredient Indaziflam (Alkylazine) 500g/l.	

a.) Supply of Chemicals litre (l)

The unit of measurement for sub-item B92.04 (a) shall be for the number of litres of liquid chemicals that have been delivered to the depot at Koedoespoort and shall include full compensation for supply and delivery to the depot at Koedoespoort

Item	Unit
B92.05 Supply of granular herbicides to the depot at Koedoespoort with active ingredient Tebuthiuron 50g/kg)	

a.) Supply of granules kilogram (kg)

The unit of measurement for sub-item B92.05 (a) shall be for the number of kilograms of granules that have been delivered to the depot at Koedoespoort and shall include full compensation for supply and delivery to the depot at Koedoespoort

Item	Unit
B92.06 The eradication of pests and rodents. (Specify Region)	

- a.) Pest Control in Depot premises, around buildings and in gardens / lawns and paved areas, per treatment.....square metre (m²)
- b.) Pest control inside buildings and offices per treatmentsquare metre (m²)

c.) Eradication of rodents per treatment Per bait station

The unit of measurement for sub-item B92.06 (a) shall be the square metre of additional pest control and shall include full compensation for labour, equipment and material required for pest control outdoors per treatment.

The unit of measurement for sub-item B92.06 (b) shall be the square metre of additional pest control indoors.

The tendered rate shall also include full compensation for all labour, equipment and material required for pest control.

The unit of measurement for sub-item B92.06 (c) shall be the square metre of additional Rodent control.

The tendered rate shall also include full compensation for all labour, equipment and material required for pest control.

The contractor is to assess the number of different types of places where application of chemicals will be required and to make provision accordingly for the fluctuating chemical demand per area.

The tendered rate shall include full compensation for the supply of chemicals, equipment and labour for the spraying or placing of the chemicals in accordance with the manufacturer's specifications.

The tendered rates shall be fully inclusive of any costs arising from restricted working conditions due to the nature of the site.

Payment will be made as follows: (Rodents)

(a) 100 % will be payable when acceptable results have been obtained after every application

Item	Unit
B92.07 Additional Chemical Control Products	

a.) Cost of delivery to Koedoespoort Stores.....PC Sum
b.) Charge on Prime Cost Sum.....Percentage (%)

SECTION C: ENVIRONMENTAL MANAGEMENT PLAN

	TABLE OF CONTENTS	PAGE
<u>C1001</u>	<u>SCOPE</u>	142
<u>C1002</u>	<u>DEFINITIONS</u>	142
<u>C1003</u>	<u>IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS</u>	143
<u>C1004</u>	<u>LEGAL REQUIREMENTS</u>	143
<u>C1005</u>	<u>ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS</u>	144
<u>C1006</u>	<u>TRAINING</u>	145
<u>C1007</u>	<u>ACTIVITIES/ASPECTS CAUSING IMPACTS</u>	145
<u>C1008</u>	<u>ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES</u>	145
<u>C1009</u>	<u>RECORD KEEPING</u>	153
<u>C1010</u>	<u>COMPLIANCE AND PENALTIES</u>	153

C1001 SCOPE

This Environmental Management Plan (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 Department of Roads and Transport 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.

▪ C1002 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 National Roads Act, 1998 (Act No. 7, 1998)

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

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

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

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

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.

- **C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS**

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

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

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified, and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to sub-clause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

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

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

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

- **C1004 LEGAL REQUIREMENTS**

- (a) **General**

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

(b) Statutory and other applicable legislation

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

C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

(a) Appointment of a Designated Environmental Officer (DEO)

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

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

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

(b) Administration

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

- The type of construction activity.
- Locality where the activity will take place.
- Identification of the environmental aspects and impacts that might result from the activity.
- Methodology for impact prevention for each activity or aspect.
- Methodology for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.

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

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

(c) Good housekeeping

The contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) and sub-clauses 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.

C1006 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 intends concluding his environmental training obligations.

C1007 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 Section C. This list is not exhaustive, and shall be used for guideline purposes only.

C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

- (a) Site establishment**
 - (i) Site plan**

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

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

engineer for consultation during rehabilitation of the site. Read in conjunction with COLTO Specification 1302(a) and 1402(e).

(ii) Vegetation

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

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

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

(iii) Rehabilitation

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

(iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

(v) Heating and cooking fuel

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

(b) Sewage treatment

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

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-away, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

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.

(c) Waste management

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

(i) Solid waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (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. Read with COLTO Specification 1404(a).

(ii) Litter

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

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read in conjunction with COLTO Specification 1302(b)).

(iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

(d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

(i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

(ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

(iii) Fuel and gas storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110 % of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

(iv) Oil and lubricant waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

(e) **Clearing the Site**

In all areas where the contractor intends to or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the Defects Notification Period.

(f) Soil management

(i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2 m, 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 top soiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

(ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

(g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

(h) Earthworks and Layer works

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008(e) and C1008(g). In addition, the contractor shall take cognisance of the requirements set out below.

(i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Pricing Schedule. (Read with COLTO Specification 3100 and 3200).

(ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

(iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the Defects Notification Period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500 m 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 revegetation.

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 75 mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the Defects Notification Period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

(iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage?

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of

these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant National 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 closure only when they have been satisfactorily rehabilitated. (Read with COLTO Specification B3203 and B4306).

(v) **Blasting activities**

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

(i) **Batching sites**

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited?

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

(j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be revegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

(k) Areas of specific importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

(i) Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Resource Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with FIDIC General Condition of Contract sub-clause 4.24 as amended by Particular Condition).

(ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The South African Heritage Resource Agency (SAHRA) 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 SAHRA, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with FIDIC General Conditions of Contract sub-clause 4.24 as amended by Particular Condition).

(l) Noise control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

(m) Dust control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

(n) Alien vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the Defects Notification Period.

C1009 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.

C1010 COMPLIANCE AND PENALTIES

The contractor shall act immediately when a 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 an oral report given at the monthly site meetings.

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 therefore any avoidable non-compliance, dependant on severity, shall be considered sufficient grounds for contact to be made with relevant provincial or national authorities.

The engineer's decision with regard to what is considered a violation, its seriousness and the action to be taken against the contractor shall be final. Failure to redress the cause shall be reported to the relevant authority. The responsible provincial or national authorities shall ensure compliance and impose penalties relevant to the transgression as allowed for within its statutory powers.

TABLE 7/1: MECHANISMS THAT CAUSE ENVIRONMENTAL IMPACTS DURING CONSTRUCTION ACTIVITIES

Section	Contents	Environmental Impacts			
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil
1700	Clearing and 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	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds

Section	Contents	Environmental Impacts			
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
		Storage			
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
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	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

Section	Contents	Environmental Impacts			
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
		Smoke control Storage of materials			
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
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

SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

SCOPE OF WORKS

SECTION E: REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

TABLE OF CONTENTS	PAGE
<u>1.0</u> <u>SCOPE</u>	159
<u>2.0</u> <u>GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS</u>	159
<u>3.0</u> <u>OPERATIONAL CONTROL</u>	163
<u>4.0</u> <u>PROJECT/SITE SPECIFIC REQUIREMENTS</u>	164

1.0 SCOPE

This part of the specification has the objective to assist principal contractors entering into contracts with The Department of Roads and Transport that they comply with the Occupational Health and Safety (OH&S) Act, No. 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees and those of his Mandatories. Principal and other contractors should therefore insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.

This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.

2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)

2.1.1 Risk Assessments

Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Department of Roads and Transport as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to tender.

2.1.2 Development of Risk Assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

The risk assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Department of Roads and Transport before construction on site commences. Despite the risk assessments listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline 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.

2.1.3 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 The Department of Roads and Transport, 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 1996) 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 (Subcontractors) 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”
- 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 OH&S Act

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OH&S Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OH&S Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunnelling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

In addition The Department of Roads and Transport requires that a Traffic Safety Officer be appointed (see COLTO Section 1500). The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Department of Roads and Transport. All changes shall also be communicated to The Department of Roads and Transport.

The principal contractor shall, furthermore, provide The Department of Roads and Transport 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 inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

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 (subcontractors) 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 checklist 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 & 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 exhaustive 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 (subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraphs 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
 - Asbestos demolition and stripping 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
 - Demolition inspection register
 - Designer's inspection of structures record
 - Electrical installations, -equipment and -appliances (including portable electrical tools)
 - Excavations inspection

- Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails)
- Fall protection inspection register
- First aid box contents
- Fire equipment inspection and maintenance
- Formwork and support work inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted on or near water
- All other applicable records including traffic safety officer reports.

The Department of Roads and Transport 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 The Department of Roads and Transport 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 contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

2.7 **Consultations, Communication and Liaison**

OH&S liaison between the client, the principal contractor, and 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.

Consultation with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal 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))

The Department of Roads and Transport 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.

2.8.2 Other Audits and Inspections by The Department of Roads and Transport

The Department of Roads and Transport 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 with this specification.

2.8.4 Inspections by OH&S Representative's 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 drivers, 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 referred for medical treatment by a doctor, hospital or clinic. The results of the 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 Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

2.10 **Reporting**

The principal contractor shall provide The Department of Roads and Transport with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

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.

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

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

The 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 Regulations

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 minimise those dangers. This includes:

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

4.0 PROJECT/SITE SPECIFIC REQUIREMENTS

4.1 List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions

- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Rollers
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site

As discovered from any accident/incident investigation.



GAUTENG PROVINCE

ROADS AND TRANSPORT

REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 05/06/2022 THE SUPPLY AND APPLICATION OF HERBICIDES, INSECTICIDES AND RODENTICIDES FOR A PERIOD OF THREE YEARS: ALL 5 REGIONS IN THE GAUTENG PROVINCE

C4: Site Information

PART C4: SITE INFORMATION

		PAGE
C4.1	THE WORKS: DESCRIPTION AND EXECUTION.....	167
C4.2	DRAWINGS	168
C4.3	CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES.....	168
C4.4	MANAGEMENT OF THE ENVIRONMENT.....	168
C4.5	REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS.....	169
C4.6	ACCOMMODATION OF TRAFFIC	169
C4.7	SECURITY.....	170
C4.8	RESPONSIBILITIES OF THE ENGINEER AND ENGINEER'S REPRESENTATIVE.....	170
C4.9	QUALITY CONTROL.....	170
C4.10	DISPUTE RESOLUTION.....	170
C4.11	CLAIMS PROCEDURE.....	170

Information Only

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

MISCELLANEOUS

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

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of rates or the drawings, the project specifications shall take precedence.

The Standard Specifications which form part of this contract have been written to cover all phases of work normally required for road contracts and may therefore cover items not applicable to this particular contract. Tenderers shall take note of the revisions thereto contained in this volume.

C4.1 THE WORKS: DESCRIPTION AND EXECUTION

(a) General

This Contract is a period contract for the supply and application of herbicides, rodenticides and insecticides in Gauteng Province for a period of thirty-six months.

The Contract is let on an “as-and-when-required” basis and will always be subject to the availability of sufficient funds by the Employer.

The Contract is not based on estimated quantities as it is a period contract for work as- and-when required. The Contract requires Tenders to be submitted on the basis of different Schedules of Prices and Rates. These rates and prices shall be applicable irrespective of the actual quantities ordered.

“As and when required” contracts will seize to exist after the contract period lapsed or if the contract value has been depleted. The Employer has the right to determine the method in which the contract will seize to exist.

The Bill of Quantities is divided in 5 Bills.

The Employer reserves the right to award anyone or more of these Bills to a specific contractor. The contractor will not be entitled to any additional remuneration other than the specific rates should any of the regions or subsections not be awarded to him.

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. (See clause 15 of the FIDIC Conditions of Contract for Construction, 1999, and clause 16 for the Suspension and Termination by the Contractor).

The contractor shall be liable for all claims that result during the execution of his work on site. (see clause 17.1 of the FIDIC)

Proof of Evidence (POE) must be submitted according to the attached template (Annexure A) with the invoice. **NO INVOICE WILL BE ACCEPTED BY THE PROJECT MANAGER IF ALL THE DOCUMENTS STIPULATED IN ANNEXURE A IS NOT FULLY COMPLETED AND SUBMITTED WITH THE INVOICE. (Penalty clause will be implemented for non-conformance).**

(b) Site location

The general locality of the site is the provincial regions in Gauteng Province as indicated in Site Plan.

The term "Site" as defined in the FIDIC Condition of Contract for Construction, 1999, will comprise the road reserve of existing selected provincial roads under the jurisdiction of the Department. This includes all on-ramps and off-ramps forming part of an interchange, as well as overpasses and underpasses within the provincial road reserve up to the limits of the Provincial responsibility. Excluded are national, municipal and private cross roads, which are not accessible from the road reserve of the provincial road, but the overpass and underpass structures are part of the "Site".

The "Site" will also include all road signs within 500 metres of an intersection or interchange, which form part of the road signs layout for the provincial road.

The "Site" will also include land not provided by the Employer, where equipment and/or materials for use in the permanent works of the contract can be stored and/or stockpiled with the proviso that the land selected for this purpose be approved by the Engineer. The Contractor must make the Contractor's own arrangements for the use of such land and must obtain written approval from the owner(s) concerned.

C4.2 DRAWINGS

The only drawings issued as part of the tender documents are those included in the project document. Where it is deemed necessary for specific works, relevant drawings will be issued with the official order.

C4.3 CAMP ESTABLISHMENT, POWER SUPPLY AND OTHER SERVICES

The contractor shall make his own arrangements to provide suitable facilities for accommodating his employees. Suitable and adequate sanitary and first-aid services as well as water shall be supplied and maintained for employees.

No accommodation nor storage facilities shall be provided within the road reserve or Departmental camps unless written permission has been obtained timeously from the Engineer beforehand. Such permission shall be subject to such conditions as the Engineer deem appropriate under the circumstances. Refusal by the project manager to grant permission will not entitle the Contractor to any additional remuneration nor an extension of time.

The contractor shall at his own cost make the necessary arrangements with landowners for temporary settlement on land outside the road reserve.

The contractor shall at all times comply with the requirements or regulations of every statutory body that has jurisdiction pertaining to the temporary accommodation of his employees.

On leaving the camp site the contractor shall ensure that the site has been cleared, all rubbish removed and the site re-instated as far as possible, all to the satisfaction of the relevant land owner who shall attest to this in writing.

C4.4 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan in terms of Section C3 Scope of Works.

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment and must adhere to the requirements as set

out in Section C of the Scope of Works. Where the contractor fails to adhere to these requirements the specifications in Section C of the Scope of Works provide the methodology and cost liability of remedy.

C4.5 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS

Refer to Section D of the Scope of Works for general requirements in terms of the OH&S requirements.

C4.6 ACCOMMODATION OF TRAFFIC

- (a) All accommodation of traffic shall be done in accordance with the drawings and the SA Road Traffic Signs Manual, Vol 2, Chapter 13, June 1999 (The latter is obtainable from the Government Printer, Pretoria).
- (b) The contractor shall take special precautions to ensure the safety of traffic on all roads that are affected by the works. The contractor shall programme his work in such a way that no work will be done outside normal working hours as described in the Appendix. Furthermore, the contractor shall adjust his work programme to ensure that the hazard posed to the travelling public by equipment and/or personnel working on the road during periods of reduced visibility or other unfavourable environmental or traffic conditions, are limited as far as possible.

The contractor's tendered rates shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment or for an extension of time due to inconvenience as a result of the prescribed process will be considered.

- (c) The travelling public shall have the right of way on public roads. The contractor shall make use of approved methods to control the utilisation of his equipment and vehicles so as to limit the hazard that they constitute on the road.
- (d) Failure to maintain temporary traffic control devices in a good condition in accordance with the drawings shall constitute sufficient reason for the engineer or engineer's representative to temporarily stop the execution of the works until the traffic control devices have been repaired to his satisfaction. In all such cases the contractor will not be entitled to any additional remuneration, nor to an extension of time. The contractor will also not be entitled to additional remuneration should signs need replacement as the result of their deterioration to an unacceptable level.
- (e) The contractor shall be liable for all claims and/or damage that result from negligence with regard to the accommodation of traffic and indemnifies the employer against liability for any such claims.
- (f) The contractor shall take special precautions to limit the over-running of newly painted road markings by traffic and will immediately on such occurrence take the necessary steps to make good any such damage to newly marked areas. The use of overpainting to obliterate such markings shall not be acceptable.
- (g) The contractor shall take special precautions to safeguard road studs from overpainting. Should this happen the contractor shall clean the road studs within 24 hours of such occurrence to ensure that the functionality of road studs is restored prior to the painting operation. Should the contractor delay in the cleaning of these road studs the project manager retains the right to temporarily stop the execution of the works until cleaning has been completed.

C4.7 SECURITY

The contractor shall be responsible for the security of his personnel and equipment on and around the site of the works and for the security of his camp. No claims in this regard will be considered.

C4.8 RESPONSIBILITIES OF THE ENGINEER AND ENGINEER'S REPRESENTATIVE

Notwithstanding anything else indicated in the contract, the engineer or engineer's representative shall be responsible for the following:

- (i) Indicating the scope of work prior to an order being issued and/or revising the scope in case of imminent over-expenditure on a particular order.
- (ii) Agreeing on the classification of the Works.
- (iii) Unambiguous indication of the beginning and end of each individual no-overtaking or no-crossing line markings.
- (iv) Agreeing with the quantities to be invoiced by the contractor.
- (v) Acceptance quality control of finished work, at the completion of the work and at different identified points during the functional performance guarantee period.
- (i) Supplying a site instruction book for the issuing of site instructions and/or the recording of daily conditions.

C4.9 QUALITY CONTROL

The Contractor shall be responsible for all routine tests to monitor the quality of his work and the materials used. This monitoring shall be in accordance with the approved quality plan. The cost of this monitoring shall be included in the rates tendered for the various items.

C4.10 DISPUTE RESOLUTION

The Contractor shall have the right by written notice to the project manager, to require him to consider any disagreement raised with the project manager or project manager's Representative. All disputes shall be settled in accordance with the Conditions of Contract.

C4.11 CLAIMS PROCEDURE

Any claim by the Contractor shall be submitted to the project manager and be considered in accordance with the procedure detailed in the Conditions of Contract.

Unless the Contractor was not or could not reasonably have been aware of facts that would form the basis of a claim, no claims shall be considered by the project manager if received later than the final invoice by the Contractor for payment of the works pertaining to the same order as that which forms the subject of the claim.