

RATLOU LOCAL MUNICIPALITY



RATLOU
LOCAL MUNICIPALITY

2025 -07- 2 5

SUPPLY CHAIN MANAGEMENT
RECEIVED

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14

CONTRACT NO. NW/381/TECH-PMU01/2025/2026

TENDER DOCUMENT

CIDB GRADING: 7 CE OF HIGHER

CLOSING DATE:26 AUGUST 2025

RATLOU LOCAL MUNICIPALITY

PRIVATE BAG X 209,
Setlagole
2772
Tel: (018) 330 7000
Email: info@ratlou.gov.za



PHAMELA ENGINEERING SERVICES (Pty) Ltd

UNIT 101, THE OFFICE PARK, 90 SCHOEMAN STREET
Polokwane; 0699
Tel: (010) 880 0135/ (015) 295 2059
Email: fidelisb@phamelaeng.co.za /
phamelaengineering@gmail.com



TENDERER NAME :

CIDB CRS REGISTRATION NO:.....CSD MAAA NUMBER:.....

BID AMOUNT INCLUSIVE OF 15% VAT:.....

BID AMOUNT IN WORDS

.....

EMAIL ADDRESS:

Preferences claimed for : (tick relevant boxes)

- | | |
|--|--|
| <input type="checkbox"/> HDI equity ownership | <input type="checkbox"/> Youth equity ownership |
| <input type="checkbox"/> Subcontracting to CIDB registered contractors | <input type="checkbox"/> SMME status |
| <input type="checkbox"/> Specific CIDB Contractor Grading Designations | <input type="checkbox"/> Head office within RATLOU |



Municipal
Infrastructure
Grant



EXPANDED PUBLIC WORKS PROGRAMME

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THE TENDER

TENDERING PROCEDURES RETURNABLE DOCUMENTS

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

TENDERING PROCEDURES
TENDER NOTICE AND INVITATION TO TENDER (Print in White)
TENDER DATA

**RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026**

TENDER NOTICE AND INVITATION TO TENDER

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

Ratlou Local Municipality hereby invites suitable Contractors registered with the Construction Industry Development Board (CIDB) for the CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14 in Ratlou Local Municipality the North-West Province. Below are the significant details per project: -

Tender Ref No	Tender Description	Compulsory Briefing Session	Evaluation and Adjudication Criteria	Contact person	Closing Date	Tender Requirements/ Returnable documents
NW381/TECH - PMU01/2025/2026	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14	<p>No briefing session will be held for this bid</p> <p>Tender documents will be available from 25 JULY 2025 at non-refundable amount of R 1 000.00 or downloadable free from the e-tender portal, printed and packaged at own cost</p>	<p>Bids will be evaluated on:</p> <ul style="list-style-type: none"> Returnable documents Functionality as stated on tender document 80/20 preferential points CIDB Grading: 7CE OR HIGHER (NO 7CEPE WILL BE ACCEPTED) 	Paseka More 018 330 7000 pasekamathe ws@outlook.com	All tender documents with returnable documents, neatly bound, sealed and clearly marked with relevant tender number and description must be deposited at the tender box of Ratlou Local Municipality at R507 Delareyville Road, Setlagole village on or before Tuesday, 26 August 2025 at 11H00 am	<ul style="list-style-type: none"> Proof of Central Supplier Database (CSD) registration Tax Compliance Status will be verified on of Central Supplier Database (CSD) Proof of residence of all directors of the company (Not older than three months from the advert) Proof of business address (Not older than three months from the advert) Statement as proof of payment of Municipal services for all directors (Not older than three months from the advert) Statement as proof of payment of municipal services for business premises (Not older than three months from the advert) Signed Joint Venture Agreement in case of Joint Venture Bidders Specific Goal will contribute 20 and price will contribute 80. Total Points is 100 Certified copy of BBBEE certificate or original (if BBBEE is not submitted bidder will not be disqualified) <p>NB:</p> <ul style="list-style-type: none"> All prospective bidders must make sure that they are registered on CSD in line with MFMA Circular 81 Verification of CIPC company registration and Identity of directors of the company will be done on the CSD All required copies must be certified and date stamp not older than three months from the date of the advertisement. Copies from certified copies are not allowed. Electronic/telegraphic tenders will not be accepted. <p>Bidders must submit tender document on its original form as provided by the municipality</p>

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 3.5KM INTERNAL ACCESS
PAVED ROAD IN SETLAGOLE – WARD 14**

NW381/TECH-PMU01/2025/2026

Ratlou Local Municipality Invites Tenders For Appointment Of A Contractor For The Construction Of 3.5km Internal Access Paved Road In Setlagole – Ward 14

It is estimated that tenderers should have a minimum CIDB contractor grading **7 CE or Higher**.

Preferences are offered to tenderers who (a) Tax matters are up to date on CSD, (b) Proof of registration with CSD, (c) Company Registration, Company Profile (d) Original/Certified of Copy of B-BBEE Certificate or Sworn Affidavit, (e) Municipal rates and taxes of Company and Directors (not older than 3 months in arrears) in South Africa, (f) Duly completed and signed MBD forms in the bidding document, and (g) ID copy (ies) of director (s), Proof of Residence from the municipality or tribal office/Lease Agreement (specifying who is responsible for municipal rates and taxes) signed by Both Parties for the Bidder and all Directors, Joint Venture agreement signed by both parties when bidding as joint venture. It is compulsory to submit previous 3 year set of Financial Statements if total bid amount is more than 10 million.

Only tenderers who are graded at least **7 CE or Higher** are to submit tenders.

The Physical Address for collection of Tender Documents is:

**R507 Delareyville Road
Next to Setlagole Library, Setlagole Village
Setlagole
2773**

Documents may be bought at non-refundable amount of R1 000.00 during working hours

after **25 July 2025** or downloadable for free from the e-tender portal, printed and packaged at own cost

A non-refundable tender deposit of **R1,000.00** payable by proof of deposit, cash is required on collection of the Tender Documents

Ratlou Local Municipality head office, R507 Delareyville Road, Next to Setlagole Library, Setlagole Village

Queries relating to the issues of these documents may be addressed to:

Mr P. More

Tel No: 018 330 7000

Fax No: 018 330 7047

The closing time for receipt of Tenders is **26 AUGUST 2025; 11H00 am**

Telephonic, Telegraphic, Telex, Facsimile, Emailed and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of tenders are stated in the Tender Data.

MBD 1 PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RATLOU LOCAL MUNICIPALITY)					
BID NUMBER:	NW/381/TECH/PMU01/2025/2026	CLOSING DATE:	26 August 2025	CLOSING TIME:	11:00am
DESCRIPTION	CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

R507 Delareyville Road					
Next to Setlagole Library, Setlagole Village					
Setlagole					
2772					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes	No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes	No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)				
	A REGISTERED AUDITOR				
	NAME:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/ SERVICES/ WORKS OFFERED?		Yes No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		.....		DATE		.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)							
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY		RATLOU LOCAL MUNICIPALITY					
CONTACT PERSON		MR/MS/MRS.....		CONTACT PERSON		MR P MORE	
TELEPHONE NUMBER		.....		TELEPHONE NUMBER		.....
FACSIMILE NUMBER		018 330 7047		FACSIMILE NUMBER		018 330 7000	
E-MAIL ADDRESS		.....		E-MAIL ADDRESS		pasekamathews@outlook.com	

PART B
TERMS AND CONDITIONS FOR BIDDING

- | |
|--|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT</p> |
|--|

2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE (<http://www.sars.gov.za/>).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
YES / NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
YES / NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES / NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
YES / NO

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

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

TENDER DATA (Print in Pink)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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

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

Subclause	Data
F.1.1	The employer is the Ratlou Local Municipality
F.1.2	<p>The Project Documents issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> <p style="padding-left: 40px;">C3.3 Procurement</p>

Subclause	Data
	<p>C3.4 Construction</p> <p>C4.5 Management</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Contract Drawings</p> <p>C5.3 : EPWP Guidelines</p> <p>C5.4 : Additional OHS Specifications with Covid-19</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Phamela Engineering Services (Pty) Ltd</p> <p>Address: Unit 101, The Office Park, 90 Schoeman Street; Polokwane; 0699</p> <p>Tel: (010) 880 0135/ (015) 295 2059/ 074 317 8677</p> <p>Email: fidelisb@phamelaeng.co.za / phamelaengineering@gmail.com</p> <p>Enquiry: Mr. Fidelis Baloyi-Pr.Eng.</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration and is registered with the Construction Industry Development Board in an appropriate contractor grading designation within 21 days from the closing date of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE or higher class of construction work</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB or can provide proof of having registered; the lead partner has a contractor grading designation in the CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work are eligible to submit tenders.
F.2.7	<p>The arrangements for a compulsory clarification meeting are: No compulsory briefing session will be held</p>

Subclause	Data
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Ratlou Local Municipality, Setlagole</p> <p>Identification details</p> <p>CONTRACT NO. NW/381/TECH-PMU01/2025/2025.</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14</p> <p>CLOSING DATE: 26 AUGUST 2025; TIME: 11H00</p>
F.2.13. & F.3.5	<p>A two-envelope procedure will NOT be followed.</p> <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of 24hr open tender box: Ratlou Local Municipality, Next to Setlagole Library, Setlagole,2773</p> <p>Identification details</p> <p>CONTRACT NO. NW/381/TECH-PMU01/2025/2025.</p> <p>APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14</p> <p>CLOSING DATE: 26 AUGUST 2025; TIME: 11H00am</p>
F.2.15	<p>Closing time for submission of tender offers is:</p> <p>CLOSING DATE: 26 AUGUST 2025; TIME: 11H00am</p>
F.2.15	Telephonic, telegraphic, telefax, e-mailed or postal tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS.
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Time: 11H00; Location: Ratlou Local Municipality, Setlagole.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4, functionality assessment of experience, plant complement, and financial status will be used. The 80/20 score system will be adopted where the 80 points will be for price and the 20 points will be in accordance with Specific goals points contribution.</p> <p>(a) Functionality will only be considered if two or more bids have equal preference points for B-BBEE where the successful bid will be the one lower BBEE level.</p>

Subclause	Data																		
	<p>(b) In the event that two or more bids are equal in all respects, the award will be decided by the drawing of lots</p> <p>Refer to The National Treasury’s Preferential Procurement Policy Regulation, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 for items (a) and (b) above</p> <p>Companies who score less than 70% of the total functionality score will be regarded as non-responsive and will be disqualified</p> <p>FUNCTIONALITY SCORE CARD:</p> <table><tr><th>Criteria</th><th colspan="2">Scoring Guide</th><th>Maximum Weights</th></tr><tr><td rowspan="6">Company Experience: The Tenderer must submit four (4) or more successfully completed roads and stormwater drainage project/s of 10million or more on each appointment. Note: Certified appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit both, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.</td><th>SCORING CRITERIA</th><th>WEIGHT</th><td rowspan="6">40</td></tr><tr><td>Zero (0) Project</td><td>0</td></tr><tr><td>One (1) Project</td><td>10</td></tr><tr><td>Two (2) Projects</td><td>20</td></tr><tr><td>Three (3) Projects</td><td>30</td></tr><tr><td>Four (4 or more) Projects</td><td>40</td></tr></table>	Criteria	Scoring Guide		Maximum Weights	Company Experience: The Tenderer must submit four (4) or more successfully completed roads and stormwater drainage project/s of 10million or more on each appointment. Note: Certified appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit both, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.	SCORING CRITERIA	WEIGHT	40	Zero (0) Project	0	One (1) Project	10	Two (2) Projects	20	Three (3) Projects	30	Four (4 or more) Projects	40
Criteria	Scoring Guide		Maximum Weights																
Company Experience: The Tenderer must submit four (4) or more successfully completed roads and stormwater drainage project/s of 10million or more on each appointment. Note: Certified appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit both, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.	SCORING CRITERIA	WEIGHT	40																
	Zero (0) Project	0																	
	One (1) Project	10																	
	Two (2) Projects	20																	
	Three (3) Projects	30																	
	Four (4 or more) Projects	40																	

Subclause	Data					
	Bank Rating: Tenderer must submit bank rating letter not older than three (3) months. Bank rating letter should be of the lead partner in case of a joint venture	BANK RATING		WEIGHT	10	
		A		10		
		B		8		
		C		6		
		D		4		
		E		2		
		No information provided		0		
	Key Personnel: Certified copies (not older than three months) of Academic qualification certificates need to be attached for functionality points scoring, otherwise points will not be allocated. CV to be attached	DESIGN ATION	POINTS: QUALIFICATIONS AND EXPERIENCE			20
		Site Agent	0 point: No formal Education			
			2 points: National Diploma or Equivalent in Civil engineering with ≥ three (3) years relevant experience.			
			4 points: National Diploma or equivalent in Civil engineering with < five (5) years relevant experience			
			6 points: National Diploma or equivalent in Civil engineering with ≥ five (5) years relevant experience.			
		8 points: Bachelor's degree (BSc, B Eng or B Tech) or equivalent in Civil engineering with ≥ five (5) years relevant experience				
Site Forman	0 point: No formal qualifications					
	3 points: National Diploma or equivalent in Civil Engineering with ≥ three (3) years relevant experience.					
	6 points: National Diploma or equivalent in Civil Engineering with ≥ five (5) years relevant experience.					

Subclause	Data					
		Safety Officer	0: No formal qualifications			
			3: Relevant tertiary qualifications with less than three (3) years relevant experience.			
			6: Relevant tertiary qualifications with ≥ three (3) years relevant experience.			
	List of Plant/s: Tenderer to submit proof of ownership and in case of hiring, a letter of intent to hire not older three months must be submitted.					30
		TYPE OF PLANT		WEIGHT		
		1 X TLB		5		
		2 X Excavator		5		
		1 X Grader		5		
		4 X Tipper Truck		5		
		1 X Roller		5		
1 X 18000L Water tanker		5				
TOTAL WEIGHT SCORED						
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation or if the contractor is to be registered with the Construction Industry Development Board in the required appropriate contractor grading designation within 21 days from the closing date of the tender;</p> <p>b) the tenderer or any of its directors is not listed in 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; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>					

Subclause	Data																				
	<div>d) the tenderer is not in arrears for more than three months with municipal rates and taxes and municipal service charges</div> <div>e) the tenderer has not:<div>(i) abused the Employer’s Supply Chain Management System or</div><div>(ii) failed to perform on any previous contract</div></div> <div>f) the tenderer has attended the clarification meeting</div>																				
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is one .																				
	<div>Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.</div> <div>Eligibility requirements</div> <div>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</div>																				
	<div>Tender Qualification: Labour Intensive Contracts</div> <div>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</div> <div><div>(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project e.g. the Gundo Lashu programme), and applying trained supervisory staff on a full-time basis for the execution of the works.</div><div>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</div><div>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;</div><div>(d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.</div></div>																				
	<div>Schedule of Labour Content</div> <div>The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:</div> <table><tr><td></td><td>Total</td><td>Women</td><td>Youth</td><td>Disabled</td></tr><tr><td>Work Opportunities</td><td></td><td></td><td></td><td></td></tr><tr><td>Person Days</td><td></td><td></td><td></td><td></td></tr><tr><td>Training Days</td><td></td><td></td><td></td><td></td></tr></table>		Total	Women	Youth	Disabled	Work Opportunities					Person Days					Training Days				
	Total	Women	Youth	Disabled																	
Work Opportunities																					
Person Days																					
Training Days																					

Subclause	Data
	NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.
Clause 4.3.3	<p>LEGAL PROVISIONS</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive</p>
Clause 6.10.11	<p>The Contractor's payment invoices shall be accompanied by labour information and progress report for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns and progress reports shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information and progress report has been submitted.</p>

Annex: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

- F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
 - b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
 - c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
 - d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 A Two-Envelope Procedure will not be followed .

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. Validity Period is 90 working days.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

F.2.18.1 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc

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

F.2.21 Return of other tender documents

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

F.2.22 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

Opening of tender submissions

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

F.3.3.1 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.3.2 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.4 Two-envelope system

F.3.4.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial

proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.5 Non-disclosure

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

F.3.6 Grounds for rejection and disqualification

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

F.3.7 Test for responsiveness

F.3.7.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

F.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

change the Employer's or the tenderer's risks and responsibilities under the contract, or

affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.8 Arithmetical errors

F.3.8.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

F.3.8.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.9 Clarification of a tender offer

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

F.3.10 Evaluation of tender offers

F.3.10.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<p>1) Rank tender offers from the most favourable to the least favourable comparative offer.</p> <p>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
Method 2: Financial offer and preferences	<p>1) Score tender evaluation points for financial offer.</p> <p>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</p> <p>3) Calculate total tender evaluation points.</p> <p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
Method 3: Financial offer and quality	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Calculate total tender evaluation points.</p> <p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
Method 4: Financial offer, quality and preferences	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p>

- | | |
|--|---|
| | |
| | <p>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tenderevaluation points for preferencing.</p> <p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so Score financial offers, preferences and quality, as relevant, to two decimal places.</p> |

F.1.1.1 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula: $NFO = W1 \times A$ where:
 NFO = the number of tender evaluation points awarded for the financial offer.

$W1$ = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formul a	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.1.1.1 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

Insurance to be provided to the employer

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

F.1.2 Acceptance of tender offer

F.1.2.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.10.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.11 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2: LIST OF RETURNABLE DOCUMENTS (Print in Yellow)

LIST OF RETURNABLE SCHEDULES

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

MBD FORMS

List of Returnable Documents

CHECK LIST	YES	NO	N/A
COMPANY REGISTRATION DOCUMENT			
ID COPIES OF SHARE HOLDERS: CERTIFIED			
ORIGINAL SIGNATORY AUTHORISATION LETTER			
VALID TAX CLEARANCE CERTIFICATE AND PIN			
CIDB CERTIFICATE			
LETTER OF GOOD STANDING			
SHARE CERTIFICATE FOR PREFERENTIAL POINTS			
RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING NOT OLDER THAN THREE MONTHS			
MUNICIPALITY ACCOUNT STATEMENT/ LEASE AGREEMENT/ CONFIRMATION LETTER FROM THE TRIBAL AUTHORITY NOT OLDER THAN 3 MONTHS, FOR THE DIRECTORS AND THE COMPANY			
CENTRAL SUPPLIER DATABASE REGISTRATION REPORT			
AUDITED FINANCIAL STATEMENTS (RECENT) IF COMPANY IS OLDER THAN THREE (3) YEARS, SUBMIT PAST THREE YEARS FINANCIAL STATEMENTS			
JOINT VENTURE AGREEMENT: WHERE APPLICABLE			
LETTER OF INTENT FROM A REGISTERED FINANCIAL INSTITUTION AS GUARANTOR IN THE AMOUNT OF 10% FOR SURETY			
COMPLETE AND SIGN RETURNABLES/MBD FORMS WITH BLACK INK			
INITIAL EVERY PAGE			
COMPLETE SCHEDULE OF QUANTITIES WITH BLACK INK, AND INITIAL WHERE ALTERED			
COMPLETE AND SIGN FORM OF OFFER			
COMMISSIONER OF OATHS STAMP			
ALL RETURNABLE DOCUMENTS SHOULD BE BOUND SEPARATELY AND INDEXED, THE TENDER DOCUMENT SHOULD NOT BE TEMPERED WITH			

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....

.....

Signature: Sole owner

2.....

.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that.....(Tenderer)
of.....(address)
.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at
.....(location) on.....(date), starting at.....

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/
engineer, namely:

Name.....

Signature.....

Capacity.....

Time.....

Date

&

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

SCHEDULE OF PLANT AND EQUIPMENT

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....
 Name..... Position.....
 Tenderer.....

SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

Name..... Position.....

Tenderer.....

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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Ratlou Local Municipality terminating a contract that follows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|--|---|
| <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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <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

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) 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

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

<u>T2.2 B</u>	<u>FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES</u>	53
<u>T2.2 C</u>	<u>CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION ..</u>	54

2 Other documents required only for tender evaluation purposes

Certificate of Contractor Registration issued by the Construction Industry Development Board,
Copy of company registration certificate (C.K. Certificate) with shareholding
An original valid Tax Clearance Certificate issued by the South African Revenue Services.

Where the tendered amount inclusive of VAT exceeds R 10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

Bidders are required to furnish a copy of three months audited set of financial statements for consideration by the Ratlou Local Municipality for Tender Sum greater or equal to Ten Million Rands (> / = R 10 000 000.00).

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Account Holder Name:
- b) Name of Bank:
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code: Number:
- g) Account Number:
- h) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 7CE.

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

PROJECT PROGRAMME AND METHOD STATEMENT

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

RATES FOR SPECIAL MATERIALS

ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organigram for the management of the contract and include curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organigram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12(FINAL)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)	

SIGNED ON BEHALF OF TENDERER:

RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products, reinforcing steel and cement as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

MBD FORMS

The tenderer must complete the following returnable documents:

Declaration of Interest

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of bidder or his or her representative:.....
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4. Company or Close Corporation Registration Number:
 - 3.5. Tax Reference Number:.....
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? **YES/NO**
 - 3.8.1. If yes, furnish particulars
.....
.....
 - 3.9. Have you been in the service of the state for the past twelve months? **YES/NO**
 - 3.9.1. If yes, furnish particulars
.....
.....
 - 3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
 - 3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

FULL NAME	IDENTITY NUMBER	STATE NUMBER	EMPLOYEE

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

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

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

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

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

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

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

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

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If yes, provide particulars.

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars.

.....

.....

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

4.1 If yes, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

(a) Price; and

(b) Specific Goals.

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Ratlou Local Municipality Jurisdiction of a Bidder		5			Proof of resident from the Municipality or Traditional Council (not older than three months from closing date) of a Bidder
Black Owned Business		10			Certified copy of BBBEE
50% or more owned Disability Business		1			Medical Certificate
50% or more owned Youth Business		1			ID Copies, CSD Report
50% or more owned Women Business		3			ID Copies, CSD Report

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

**RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026**

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.2. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.5. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

ITEM DESCRIPTION	Minimum Threshold for Local Content
80mm Concrete Paving Blocks	100%

3. Does any portion of the goods or services offered have any imported content? (***Tick applicable box***)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN	RESPECT	OF	BID	NO.
.....				
.....				

ISSUED BY: (Procurement Authority / Name of Institution):

.....
.....

NB 1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,
..... (full
names),

do hereby declare, in my capacity as

of (nam
e of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1

above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

WITNESSES

CAPACITY

1

SIGNATURE

NAME OF FIRM

2

DATE

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

NAME (PRINT)

WITNESSES

CAPACITY

1

SIGNATURE

NAME OF FIRM

2

DATE

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

RATLOU LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: -----

(Name of Bidder)

That

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

THE CONTRACT (Print in White)

PART C1 AGREEMENT AND CONTRACT

DATA PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

<u>C1.1</u>	<u>FORM OF OFFER AND ACCEPTANCE</u>
<u>C1.2</u>	<u>AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)</u>
<u>C1.3</u>	<u>FORM OF GUARANTEE (PRO FORMA)</u>
<u>C1.4</u>	<u>FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)</u>
<u>C1.5</u>	<u>ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997</u>
<u>C1.6</u>	<u>CONTRACT DATA</u> ERROR! BOOKMARK NOT DEFINED.
<u>C1.7</u>	<u>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT</u> ...

FORM OF OFFER AND ACCEPTANCE

Offer

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

CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14 – BID NUMBER: NW/381/TECH-PMU01/2025/2025

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

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

Rand (in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name of Witness..... Signature.....

Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer.....

(Name and address or organization)

Name of Witness..... Signature.....

Date

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
 (Name and address of organization)

Name of Witness..... Signature

Date

For the Employer:

Signature(s)

Name(s)

Capacity

.....
 (Name and address of organization)

Name of Witness..... Signature

Date

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

THIS AGREEMENT made at on this the day of in the year..... between The Ratlou Local Municipality (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated above in title description and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2004 (1st Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor 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.
 - v) Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.

4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent or temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor 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 Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

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

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2

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

DATE:

FORM OF GUARANTEE (PRO FORMA)

CONTRACT NO. NW/381/TECH-PMU01/2025/2025.

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

_____ (hereinafter called "the Contractor") on the _____ day of _____ 20____
for the construction of _____
at _____

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

AND WHEREAS _____

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

NOW THEREFORE WE, _____

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of
_____ (R_____)

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

We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at _____
on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Duly authorised to
sign on behalf of _____

Address _____

C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)

THIS AGREEMENT made at on this the day of in the year between **RATLOU LOCAL MUNICIPALITY** (hereinafter) called “the Employer” of 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 in his capacity as and being duly authorised by virtue of a resolution appended hereto as **ANNEXURE A.**

WHEREAS the Employer is desirous that certain works be constructed, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.

5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

In witness thereof the parties have set their signature hereon in the presence ofthe
subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.....

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.....

NAME(Print): NAME(Print):

C1.5 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act

refers. "mine" means, when –

- (a) "used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
- a) whether that substance is in solid, liquid or gaseous form;
- b) that occurs naturally in or on the earth, in or under water or in tailings, and
- c) that has been formed by or subjected to a geological process.

"processing" means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification of any mineral, and "process" has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operations listed in this paragraph.

C1.6 CONTRACT DATA

C1.7.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works(2015) published by the South African Institution of Civil Engineering.

Section 1: Data provided by the Employer

Clause	Description
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	<p>The employer is the Ratlou Local Municipality</p> <p>The Employer's address for receipt of communication is</p> <p>Postal Address:</p> <p>Ratlou Local Municipality Private Bag x 209 Setlagole 2772</p> <p>Telephone : 018) 330 7000</p> <p>Email: info@ratlou.gov.za</p>
1.1.15	<p>The Engineer is Phamela Engineering Services (Pty) Ltd, also referred to in this document as Phamela Engineering.</p> <p>The Engineer's address for receipt of communication is:</p> <p>UNIT 101, THE OFFICE PARK, 90 SCHOEMAN STREET Polokwane; 0699</p> <p>Enquiry: Mr. Fidelis Baloyi-Pr.Eng, Tel: (010) 880 0138/(015) 295 2059/074 317 8677 Email: fidelisb@phamelaeng.co.za / phamelaengineering@gmail.com</p>
1.6	The special non-working days are public holidays, Saturdays and Sundays.
1.6	The year-end break commences on the 22 nd of December 2025 and ends on 9 th of January 2026.
2.1	<p>The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> 1. Approval of extension of time: 2. Approval of additional costs: 3. Approval of variation orders: 4. Approval of penalties:

Clause	Description																		
7.	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.																		
7.	The amount of the Guarantee is to be 10% of the contract price.																		
7.	The Guarantee is to be delivered fourteen (14) days after the Letter of Acceptance.																		
10.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.																		
12.2	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over																		
8.6.1.1.1	The Limit of the liability insurance required should not be less than the contract amount.																		
8.6.1.5	The following additional and varied insurances are required: Not Applicable																		
6.5.1.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.																		
5.5.1	The Works shall be completed within 12 months as envisaged by the employer.																		
5.13.1	The penalty for delay is R 5 000 per working day or part thereof.																		
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150</p> <p>The values of the co-efficient are:</p> $(1 - x) \left[\frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Labour Intensive</td></tr><tr><td>x = 0,150</td><td>...</td><td>...</td></tr><tr><td>a = 0,25</td><td>0,26</td><td>...</td></tr><tr><td>b = 0,30</td><td>0,30</td><td>...</td></tr><tr><td>c = 0,37</td><td>0,37</td><td>...</td></tr><tr><td>d = 0,08</td><td>0,07</td><td>...</td></tr></table>	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150	a = 0,25	0,26	...	b = 0,30	0,30	...	c = 0,37	0,37	...	d = 0,08	0,07	...
New Road Construction	Rehabilitation	Labour Intensive																	
x = 0,150																	
a = 0,25	0,26	...																	
b = 0,30	0,30	...																	
c = 0,37	0,37	...																	
d = 0,08	0,07	...																	

Clause	Description
	<p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>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.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall 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.</p> <p>The urban area nearest the site is Mahikeng.</p> <p>The base month is the month prior to the month in which the closing date of the tender falls</p>
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Reinforcing steel and Cement</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
6.10.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
5.16.1	The Defects Liability Period is twelve (12) calendar months after final completion date.

Clause	Description
10.3.2	Disputes are to be referred to mediation
10.3.2	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values</p> <p>In this contract the minimum target values shall be as follows:</p> <p style="padding-left: 40px;">Labour Maximisation : 10%</p> <p style="padding-left: 40px;">ABE support : 15%</p> <p style="padding-left: 40px;">HDI Supervisory Staff : 10%</p> <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause							
1.1.9	The contractor is						
1.2.1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: Facsimile:</p> <p>e-mail:.....</p> <p>Address:.....</p>						
6.8.3	<p>The rate for special materials, exclusive of Value Added Tax is to be completed</p> <table border="1"> <tr> <th>Special Material</th><th>Method</th><th>Price for Base Month</th></tr> <tr> <td></td><td></td><td></td></tr> </table>	Special Material	Method	Price for Base Month			
Special Material	Method	Price for Base Month					

C1.7.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

“1.1.25 Letter of Acceptance means the letter from the Employer stating that the Contract has been awarded to the Contractor and **The Commencement Date** shall mean the date of the Official Site Hand-over.”

1.1.25 Selected sub-contractor shall mean a sub-contractor selected in terms of clause 6 of the GCC 2015 3rd Edition.

2. ENGINEER AND ENGINEER’S REPRESENTATIVE

2.2 Engineer to consult with contractor and Employer

Replace the word “Engineer” in the last sentence with the word “Employer”. Add the following:

“2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6. Add the following:

“4.2 Contractor deemed to have inspected the Site

- (a) The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.

- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require
- (e) and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.
- (f) No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained."

4.3 Contractor's liability for his own design errors

In the first line insert "and Temporary" between "Permanent" and "Works".

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to "Health and Safety". Add the following:

"4.6(3) Occupational Health and Safety Act

The Contractor shall 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). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mine Health and Safety Act, number 29 of 1996

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.6(5) Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract." Add the following:

"4.7 Extent of Contractor' obligations

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and

- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.” To paid by contractor from their profits.

6. SUBCONTRACTING

Add the following sub clauses:

“6.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

“Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“30.2 Preclude seizure of constructional plant

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

30.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

32. CARE OF THE WORKS

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the day work schedule".

45. PROVISIONAL AND PRIME COST SUMS

45.1.2.1.1 In the first line after the word "sums" insert "excluding VAT"

45.1.2.1.2 In the fourth line after the word "amount" insert "excluding VAT"

49 INTERIM PAYMENTS

49.4 Employer's obligation to pay

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 15 PER CENT

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

55 TERMINATION BY EMPLOYER

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 "Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or."

58. SETTLEMENT OF DISPUTES

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

C1.7 GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

PART C2: PRICING DATA (Print in Yellow)

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

PRICING INSTRUCTIONS

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

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

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

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

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

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 **The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.**

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 **Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.**

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under

this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units The following abbreviations are used in the bill of quantities:
- | | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ km | = | cubic metre kilometre |
| l | = | litre |
| kl | = | kilolitre |
| kg | = | kilogram |
| t | = | ton (1000 kg) |
| No | = | number |
| mn | = | meganewton |
| mn-m | = | meganewton-metre |
| % | = | per cent |
| kW | = | kilowatt |
| Kn | = | kilonewton |
| PC sum | = | prime cost sum |
| Prov sum | = | provisional sum |
- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.
- Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.
- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive method only. The use of plant to provide works, other than plant specifically provided for in the scope of works, is a breach to the contract. The items marked

with the letters “LI” are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

- 17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive method. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

BILL OF QUANTITIES

SCHEDULE A: ROADWORKS

1200	General Requirements and Provisions
1300	Contractor's Establishment and Provisions
1400	Housing, Offices and Laboratories for the Engineer's Personnel
1500	Accommodation of traffic
1700	Clearing and Grubbing
1800	Dayworks
2100	Drains
2200	Prefabricated Culverts
2300	Concrete Kerbing, Concrete Channelling
3100	Borrow Materials
3300	Mass Earthworks
3400	Pavement Layers of Gravel
3500	Stabilisation
4100	Prime Coat
4200	Asphalt Base Surfacing
5600	Road Signs
5700	Road Markings
5900	Finishing the Road and Road Reserve and Treating Old Roads
7300	Concrete Block Paving (for Walkways)
8100	Testing Materials and Workmanship

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY

CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE

SECTION 1200

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1200		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	LIC	Locating existing services	Sum	1		
B12.02	LIC	Hand excavation to determine the positions of existing services	m³	578		
B12.03	LIC	Relocation of existing pipe including excavation, removal of pipe, installing new water pipe, sleeve and backfilling	Prov Sum	1	R 150,000.00	R 150,000.00
B12.04		Quality control tests ordered by the Engineer	Prov Sum	1	R 50,000.00	R 50,000.00
B12.05	LIC	Employment of Community Liaison Officer (CLO) for the duration of the contract)	Prov Sum	1	R 72,000.00	R 72,000.00
B12.06		Provisional sum for protection and/ or relocation of existing services including Electrical Cables and Poles as ordered by Engineer	Sum	1		
B12.07		Provisional sum for payment of contract notice board as instructed by Engineer	No.	2		
B12.08	LIC	i)Provision for training for students	Prov Sum	1	R 90,000.00	R 90,000.00
		ii)Provision for appointment of SHE representative	Prov Sum	1	R 78,000.00	R 78,000.00
B1.1		Provision for appointment of Social Facilitation	Prov Sum	1	R 480,000.00	R 480,000.00
B1.2		Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	12		
		Cost of survey/engineering technician for setting out	Month	12		
B1.3		Submission of the Health and Safety File	Lump Sum	1		
B12.09		Provision for maintenance and blading of gravel road	Sum	1		
B12.10		Demolition of of Existing Culvert Structure and other Structures	Sum	1		
B12.11		Royalties	Prov Sum	1	R 80,000.00	R 80,000.00
B12.12		Percentage for charges and profit on the provisional sums for contractor's cost and profit (B12.04-B12.05,B8,B1.1,and B12.11)	%	R1,000,000.00		
B12.13		Re-Establishment of Site	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

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RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE

SECTION 1400

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
B14.01		Office and laboratory accomodation:				
		The provision of accomodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation wit				
		(a) Offices (interior floor space only)	m ²	20		
		(b) Laboratories (interior floor space only)	m ²	16		
		(e) Ablution units	m ²	12		
		Car ports, as specified, at offices and laboratory buildings	No.	4		
B14.02		Office and laboratory furniture:				
		(a) Chairs	No	20		
		(b) Desks, complete with drawers and locks	No	1		
		(c) Conference tables	No	1		
		(d) Air Conditioning units	No	1		
		(e) fire extinguishers (9kg)	No	1		
B14.03		Office and laboratory fittings, installations and equipment:				
		(a)(xv) Steel filing cabinets with drawers	No	1		
14.08		Services				
		(a) Services at office and laboratories				
		(i) Fixed costs	Lump Sum	1		
		(ii) Running costs	Month	12		
B14.11		Provision of cellular telephone to the Engineer				
		(a) Cost of computer;cellular phone, calls and other charges	Prov Sum	1	R 36,000.00	R 36,000.00
		(b) Accommodation for resident engineer	Prov Sum	1	R 300,000.00	R 300,000.00
		(c) Provision Travelling Allowance for resident engineer	Prov Sum	1	R 30,000.00	R 30,000.00
		(d) Handling cost and profits in respect of item B14.11(a)	%	R 366,000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

[illegible]

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY						
CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE						
SECTION 1600						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
1600		OVERHAUL				
16.01		Ovehaul on material hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0km (restricted overhaul)	m³	10,206		
B16.02		Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m³km	71,442		
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

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RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY

CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14

SECTION B1800

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
B18.00		DAYWORK SCHEDULE				
B18.01		Day work				
		(a) Normal hours of duty of:				
		(i) Unskilled labour	hr	10.0		
		(ii) Semi-skilled labour	hr	10.0		
		(iii) Skilled labour	hr	10.0		
		(iv) Foreman	hr	10.0		
B18.02		Hire of construction equipment				
		(a) Excavator				
		Minimum power: 75kW (16 ton)				
		Manufacturer.....CAT.....				
		Model.....350.....	hr	10.0		
		(b) TL Backactor				
		Minimu power: 50kW (similar to Case				
		580G)				
		Manufacturer.....CAT.....				
		Model.....428.....	hr	10.0		
		(c) Front end loader				
		Minimum power: 60kW (Similar to Cat				
		920)				
		Manufacturer.....CAT.....				
		Model.....930.....	hr	10.0		
		(d) Platform truck				
		Minimum load mass: 4t	hr	10.0		
		(e) Tip truck				
		Minimum load mass: 4t Minimum load				
		capacity: 6m3	hr	10.0		
		(f) Grader (CAT 140G or similar)	hr	10.0		
		(g) Walk behind roller (Bomag BW90 or				
		similar)	hr	10.0		
		(h) Mechanical Broom	hr	10.0		
		(i) D6 Dozer	hr	10.0		
		(j) Compressor complete with two hand-				
		held tools and attachments				
		Minimum capacity: 7m3/minute				
		Manufacturer.....				
		Model.....	hr	10.0		
		(k) Submersible dewatering pump, 40				
		m3/h, with hoses and power supply				
		Manufacturer.....				
		Model.....	hr	10.0		
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY

CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14

SECTION 2100

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
2100		DRAINS				
21.01		Excavation for open drains				
	LIC	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0m up to 1.5m	m³	2772.0		
	LIC	(ii) Exceeding 1.5m and up to 3.0m	m³	554.4		
21.03		Excavation for subsoil drainage systems:				
		(a) Excavating material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1,5m	m³	315.0		
		(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m³	277.2		
21.06		Natural permeable material in subsoil drainage systems (crushed stone)				
		(b) Crushed stone obtained from commercial sources (19.0mm)	m³	73.5		
21.08		Pipes in subsoil drainage systems:				
	LIC	(c) 160mm RC perforated pipes and fittings, normal duty, complete with couplings	m	350.0		
21. 10	LIC	Geotextile/Geomembrane	m²	508.2		
21.12		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for drainage systems:				
	LIC	(a) Outlet structures	No	2.0		
	LIC	(b) Manhole boxes	No	0.0		Rate Only
	LIC	(d) Cleaning eyes	No			Rate Only
21.13		Concrete caps for subsoil drain pipes	No			Rate Only
21.15		Overhaul for material hauled in excess of 1,0km free haul (normal overhaul)	m³km	2494.8		
B21.20		Galvanised wire mesh 250x250mm at the outlets of subsoil drainage systems. Mesh 10mm x 2.5mm wire diameter	No	2.0		
B21.21		Subsoil Markers	No			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
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CONTRACT NO. NW/381/TECH-PMU01/2025/2026

RATLOU LOCAL MUNICIPALITY

CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE

SECTION 2200

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
2200		PREFABRICATED CULVERTS				
22.01		Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0m up to 1.5m	m³	55		
		(ii) Exceeding 1.5m and up to 3.0m	m³	22		
		material, irrespective of depth	m³	5		
22.02		Backfilling:				
	LIC	(a) Using the excavated material	m³	55		
	LIC	(b) Using imported selected material	m³	22		
		(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling (4%)	m³	5		
22.03	LIC	Prefabricated pipe culverts:				
		(b) On Class C bedding				
		(i) 900mm diameter	m	40		
		(ii) 600mm diameter	m	40		
		(iii) 450mm diameter	m	-		Rate Only
		(iv) 300mm diameter	m			Rate Only
22.05	LIC	Brick rectangular cuverts:				
		(b) Without prefabricated floor				
	LIC	(i) 0.9m x 0.45m	m	-		Rate Only
22.05	LIC	Precast rectangular culverts				
		(b) Without prefabricated floor				
	LIC	(i) 1800mm x 1800mm	m	21		
22.07		Cast in situ concrete and formwork:				
	LIC	(b) In floor slabs for portal or rectangular culverts, including formwork and class U2 surface finish(Class 25/19)	m³	109		
	LIC	(c) Inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (Class 25/19)	m³	33		
	LIC	(d) Formwork of concrete under subitem 22.07(c) above (F2 finish)	m²	488		
TOTAL CARRIED FORWARD						

RATLOU LOCAL MUNICIPALITY
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RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE

SECTION 2200

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
TOTAL BROUGHT FORWARD						
22.10		Steel reinforcement				
	LIC	(b) High-tensile steel bars	t	3		
	LIC	(c) Welded steel fabric (ref 395)	kg	2,876		
22.17		Manholes, catchpits, precast inlet and outlet structure complete				
	LIC	Field Inlets as per drawing	No	-		
		Kerb Inlets as per drawing	No	-		
		Manholes as per drawing	No	-		
		Provision of dump rock with blinding	m³	218		
		Construction of wingwalls	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

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RATLOU LOCAL MUNICIPALITY

CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE

SECTION 3300

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
3300		MASS EARTHWORKS				
33.01		Cut and borrow to fill, including free-haul up to 1.0km:				
		(a) Material in compacted layer thickness of 150mm and less:				
		(ii) Compacted to 93% of modified AASHTO density	m³	5,103		
33.04		Cut to spoil, including free-haul up to 1.0km. Material obtained from:				
		(a) Soft excavation	m³	2,041		
		(b) Intermediate excavation	m³	1,531		
		(c) Hard excavation	m³	1,021		
		(d) Boulder excavation Class B	m³	1,021		
		(e) Extra over items 33,01 to 33,04 for hard rock excavation	m³	1,021		
33.05		Overbreak in hard and class A excavation	m²	1,021		
33.07		Removal of unsuitable material (including free-haul of 0.5 km):				
		(b) In layer thicknesses exceeding 150mm				
		(i) Stable material	m³	2,041		
		(ii) Unstable material	m³	2,041		
33. 10		Roadbed preparation and compaction of material:				
		(b) Compaction to 93% of Mod AASHTO density	m³	5,103		
33.13		Finishing-off cut and fill slopes, medians and interchange areas:				
		(a) Cut slopes	m²	5,250		
		(b) Fill slopes	m²	5,250		
33.18		Extra over items 33.10 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:				
		(a) Item 33.10 for roadbed preparation and the compaction of material	m³	1,021		
TOTAL CARRIED FORWARD TO SUMMARY						

RATLOU LOCAL MUNICIPALITY
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RATLOU LOCAL MUNICIPALITY						
CONSTRUCTION OF INTERNAL PAVED ACCESS ROAD 3.5KM IN WARD 14 IN SETLAGOLE						
SECTION 7300						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
7300		CONCRETE BLOCK FOR ROADS				
73.01	LIC	(a) Concrete block paving (80mm thick, 35MPa, Grey, Type S-A(A) (UTG2) interlocking concrete block paving laid in herringbone bond for Gates inclusive transport to site	m²	25,620		
	LIC	(b) Concrete block paving (60mm thick, 35MPa, Grey, Type S-A(A) (UTG2) interlocking concrete block paving laid in herringbone bond for Walkways	No			Rate Only
	LIC	(c) 30mm river sand/paving sand	m³	769		
TOTAL CARRIED FORWARD TO SUMMARY						

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SECTION 8100						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
8100		TESTING MATERIALS AND WORKMANSHIP				
81.02		Other special tests requested by the engineer:	Prov Sum	1.0	R 80,000.00	R 80,000.00
		Contractor's handling costs, profit and all other charges in respect of subitem B81.02	%	R 80,000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

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RATLOU LOCAL MUNICIPALITY
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SCHEDULE B: OSHA AND ENVIRONMENTAL PLAN

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
B1000		ENVIRONMENTAL MANGEMENT PLAN				
B100.01		Penalty for unnecessary removal or damage to trees for the following diameter sizes:				
		(a) 2 600mm girth or less	No		5000	Rate Only
		(b) Greater than 2 600mm, but less than 6 180mm girth	No		10000	Rate Only
		(c) Greater than 6 180mm girth	No		30000	Rate Only
B100.02		Penalty for serious violations:				
		(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		10000	Rate Only
		(b) General damage to sensitive environments	No		5000	Rate Only
		(c) Damage to cultural and historical sites	No		5000	Rate Only
		(d) Pollution of water sources	No		10000	Rate Only
		(e) Unauthorised blasting activities	No		5000	Rate Only
		(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		5000	Rate Only
		(g) Damage to sensitive vegetation within "no-go" areas of vegetation damaged, plus rehabilitation thereof at contractors cost	No		2000	Rate Only
B100.03		Penalty for less serious violations:				
		(a) Littering on site	No		1000	Rate Only
		(b) Lighting of illegal fires on site	No		1000	Rate Only
		(c) Persistent or un-repaired fuel and oil leaks	No		1000	Rate Only
		(d) Any person related to the contractor's operations found within the designated "no-go" areas	No		500	Rate Only
		(e) Any vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas	No		3000	Rate Only
		(f) Excess dust or excess noise emanating from site	No		1000	Rate Only
		(g) Dumping of milled material in side drains or on grassed areas]	No		1000	Rate Only
		(h) Possession or use of intoxicating substances on site	No		500	Rate Only
		(i) Any vehicles being driven in excess of designated speed limits	No		500	Rate Only
		(j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	No		2000	Rate Only
		(k) Illegal hunting	No		2000	Rate Only
		(l) Urination and defecation anywhere except in designated areas	No		500	Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						R 0.00

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RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5KM INTERNAL ACCESS PAVED ROAD IN SETLAGOLE – WARD 14

SUMMARY OF SCHEDULE A

SECTION	METHOD	DESCRIPTION	AMOUNT R
SECTION 1200		GENERAL	
SECTION 1300		CONTRACTOR'S ESTABLISHMENT ON SITE GENERAL OBLIGATION	
SECTION 1400	LIC	HOUSING OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
SECTION 1500	LIC	ACCOMMODATION OF TRAFFIC	
SECTION 1600		OVERHAUL	
SECTION 1700		CLEAR AND GRUBBING	
SECTION B 1800		DAYWORK SCHEDULE	
SECTION 2100	LIC	DRAINS	
SECTION 2200	LIC	PREFABRICATED CULVERTS	
SECTION 2300	LIC	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPPES, AND CONCRETE LININGS FOR OPEN DRAINS	
SECTION 3100		BORROW MATERIALS	
SECTION 3300		MASS EARTHWORKS	
SECTION 3400		PAVEMENT LAYERS OF GRAVEL MATERIAL	
SECTION 3500		STABILISATION	
SECTION 5100	LIC	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
SECTION 5200	LIC	GABIONS	
SECTION 5400	LIC	GUARDRAILS	
SECTION 5500	LIC	FENCING	
SECTION 5600	LIC	ROAD SIGNS	
SECTION 5700	LIC	ROAD MARKINGS	
SECTION 5900		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
SECTION 6100	LIC	FOUNDATIONS FOR STRUCTURES	
SECTION 6400	LIC	CONCRETE FOR STRUCTURES	
SECTION 7300	LIC	CONCRETE BLOCK PAVING	

TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE A			
SUMMARY OF SCHEDULE B: OHSA AND ENVIRONMENTAL MANAGEMENT PLAN			
B1	Occupational health and safety		
B1000	Environmental Management Plan		
SUMMARY OF SCHEDULE C: PROVISION OF STRUCTURED TRAINING			
C1200	Structured Training		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES			
TOTAL OF THE SUMMARY OF SCHEDULES (A + B + C)			
CONTRACT PRICE ADJUSTMENT			
Sum provided in terms of the provisions of the General Conditions of Contract(3.5%)			
CONTINGENCIES			
The Tenderer shall add contingencies of 10% of the total amount of Schedule of Quantities			
SUB TOTAL			
VALUE ADDED TAX			
SUMMARY AMOUNT			

PART C3: SCOPE OF WORK (Print in Blue)

DESCRIPTION OF WORKS

ENGINEERING

PROCUREMENT

CONSTRUCTION

MANAGEMENT

PART C4: SITE INFORMATION

SITE INFORMATION

LOCALITY PLAN

PART C5: ANNEXURES

PROFORMA DOCUMENTS

CONTRACT DRAWINGS

THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C3: SCOPE OF WORK

DESCRIPTION OF WORKS

ENGINEERING

PROCUREMENT

CONSTRUCTION

MANAGEMENT

DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The objectives of the Employer are to construct concrete block paved roads which will be an upgrade to the existing sections of gravel and earth road. Drainage structures and roadside furniture are part of the deliverables on the project.

C3.1.2 Overview and Location of Works

The proposed site is situated in Setlagole in the Ratlou Local Municipal area. The proposed roads are classified as a local Access Road as per TRH26 Road Classification and Access Manual (RCAM), 2012. The existing roads are defined as earth/ gravel roads as per TMH 9: Manual for Visual Assessment of Road Pavements: Part A, definition.

The roads were designed to have 80mm concrete interlocking paving blocks for surfacing, with their associated precast concrete kerbs and ancillary road works. Along and across the road servitudes, there are no municipal services and structures that were observed during the visual site assessment. There only visible infrastructure development is electrical lines/ poles.



C3.1.3 Extent of Works

The scope of works proposed for the upgrading of 3.5km Setlagole Internal Access Road is as follows:

- Clearing and Grubbing of the entire road reserve.
- Location and Relocation of Existing Services
- Accommodation of Traffic entire 3.50km
- Roadbed construction using G7 or better material compacted to a minimum of 93% Mod AASHTO
- Construction of 150mm Subbase Layer using G6 or better material with a compaction value of 96% Mod AASHTO .
- Construction of 150mm Base Layer using G6 or better material compacted to 98% Mod AASHTO stabilised to C4.
- Paving of the road using 80mm 30Mpa interlocking pavers.
- Construction of approximately 1.050km V-Drains
- Construction of the following stormwater culverts with Gabions Protection;
 - 2x1800mmx1800mm Barrel Portal Culverts at Chainage 0+/-420
 - 2x600mm Diameter Pipe Culvert at Chainage 0+/-980
 - 2x900mm Pipe Culvert at Chainage 2+/-330
 - and 2x600mm Barrel Culvert at Chainage 2+/-700
- Construction of accesses, junctions and edge beams.
- Installation of mountable kerbs Figure 8b approximately 3.5km the road
- Construction of Speed Humps(5 No.)
- Installation of new Road Signs and Road Markings
- Finishing off of the Road Reserve

C3.1.4 Location of the Works

The project site as depicted on the locality map above is located at Setlagole area under in RLM within the North-West Province. The Project area seen to fall approximately 72 km South west of Mahikeng.

Description	Peg (km)	Coordinates	
Start	0+00	26°16'36.04"S	25° 7'5.13"E
Culvert (Existing)	0+420	26°16'48.90"S	25° 7'1.88"E
End	3+500	26°18'28.11"S	25° 7'8.65"E

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

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

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

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

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

C3.1.7 Labour Regulations

A27 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

A28 Applicable labour laws

1) The Ministerial Determination No. 4 for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 949 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

2) Sectorial determination 2: Civil engineering sector

A48 Contractor’s default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Hand tools

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

A50 Reporting

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

- Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns.
- Progress report detailing production output compared to the programme of works.

ENGINEERING

C3.2.1 Design

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

The Scope of Works to be constructed is detailed but not exactly limited to that in the Schedule of Quantities and Book of Drawings that form part of this Tender.

C3.2.3 Contractor's Design

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

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

The Ratlou Local Municipality's Preferential Procurement Policy will be used. All tenderers are to acquaint themselves with it and is available upon request.

CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE	Tel : (011) 805-5947	
Waterfall Park	/ Postnet Suite 81	Fax : (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfway House	Contact Person : Angeline Aylward
Becker Street	/ 1685	
Midrand		

(b) SABS or BS Specifications and Codes of Practice

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

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

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2015
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37
3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

C3.4.2.2 Amendments to the Standard Specifications

The General conditions of Contract 2015 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 below, together with additional amendments as set out herein.

COLTO AMENDMENTS: March 1999

In the FOREWORD on page (i),

Delete the paragraph commencing “please not” and ending to CEAC for authorization” and replace with:

‘Please note:

- That the Standard Specifications for Road and Bridge Works for State Road Authorities is published under separate cover.

- This document has been developed for usage by State Road

Authorities where there is an extensive in-house engineering expertise available. Consequently, more power could be given to the Employer than under the standard conditions of contract.

- The Employer is obligated to ensure that it has the necessary expertise available, either in-house or contracted in, to allow for the appropriate use of these documents.

ADDITIONAL AMENDMENTS

The following additional amendments to the COLTO General conditions of Contract 2015 apply to this contract:

A1. SUBCLAUSE 1 (1)

Amend the following definitions to read:

- (e) “Commencement Date: means the date of written

notice from the employer or the Engineer requiring him, in terms of clause 12, to commence the execution of the works”.

- (n) “Engineer” means Botshabelo Consulting Engineers

(Pty) Ltd acting through a director, an associate or an official authorized thereto in writing:.

A2. SUBCLAUSE 3 (4)

In the first line change “satisfy” to “be deemed to have satisfied”.

6(5)(iv) The Contractor shall assume responsibility for the Environmental

Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract”.

A8. CLAUSE 9

Add the following sub-clauses:-

- (6) In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.
- (7) If the contract shall have been cancelled in terms of clause 58, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.
- Provided that
- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.

A9. SUBCLAUSE 12 (1)

Delete the words "excluding from the calculation any special non- working days".

A10. SUBCLAUSE 12 (2)

Delete this sub-clause.

A11. SUBCLAUSE 13 (3)

- (i) In the third line, between "and" shall", insert "as far as possible".
- (ii) Delete the fullstop after 'stipulate' and add the following:-

"but should these be insufficient for the needs and requirements of the work. The Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, costs, including attorneys and client costs, charges and expenses arising in respect thereof.

A12. SUBCLAUSE 15 (2)

Delete "receipt by the Contractor of the letter of acceptance" and replace with "Commencement Date"

A13. SUBCLAUSE 16 (2)

In the 3rd line, delete "at the cost of reproduction" and replace with "or reproduce" and add the following paragraph:-

"All additional copies, whether provided by the Engineer or reproduced by the Contractor, shall be to the Contractor's account.

A14. SUBCLAUSE 26 (1)

In the third and fourth lines delete "failing such specifications, requirements or instructions, of the respective kinds suitable for the purpose intended" and replace with "in the absence of such specifications requirements or instructions, they shall be approved by the Engineer for the purpose intended"

A15. SUBCLAUSE 26 (7) (a)

Delete "allow" in the first line and replace with "be deemed to have allowed".

A16. SUBCLAUSE 33

Renumber the existing paragraph as (1) and add the following sub-clause:-

"(2) In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay.

A23. CLAUSE 53

In the last paragraph delete "(if any)" and replace with the following:-

"(based on the amount by which such additions or deductions shall be in excess of 20% of the Tender Sum)".

A24. SUBCLAUSE 55 (1)

Amend the first paragraph as follows:-

(i) In the fourth line, after the word "Contractor". Replace the comma with a full stop and delete all wording thereafter.

(ii) Delete the last paragraph.

A25. SUBCLAUSE 58 (1)

58(1) (c) Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

58(1) (f) Add the following to the end of the existing wording:-
"has failed to expel a subcontractor after having been instructed to do so in term of sub-clause 8(3), or"

A26. CLAUSE 61

61(1) (a) Add to the first paragraph the words “with the exception that the Engineer’s decision on the true intent and meaning of drawings shall be final and binding”.

61(3) Delete the first two words “If the” and replace with “This”.

6(4) Delete this sub-clause.

CONTRACT PRICE ADJUSTMENT SCHEDULE

A27. CLAUSE 1 CONTRACT PRICE ADJUSTMENT FACTOR

Contract Price Adjustment is applicable on this contract.

C3.4.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or contraction methods are provided for the standard specifications.

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 contains some additional specifications and amendments of the standard specifications required for this particular contract.

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

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

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

SECTION 1500: ACCOMODATION OF TRAFFICC.

SECTION 1700: CLEARING AND GRUBBING

SECTION 1800: DAYWORK SCHEDULE

SECTION 2100: DRAINS

SECTION 2200: PREFEBRICATED CULVERTS

SECTION2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

SECTION 3100: BORROW MATERIALS

SECTION 3300: MASS EARTHWORKS

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3500 STABILIZATION

SECTION 5100 PITCHING STONework

SECTION 5600: ROAD SIGNS

SECTION 5700: ROAD MARKING

SECTION 7300: CONCRETE BLOCK PAVING

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

a) General requirements

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contractor documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirement regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

b) Programme of work for rehabilitation work

“The engineer shall, however, undertaken acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintain his own quality control system”.

Add the following at the end of this clause:

“The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.”

B1206

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

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer.

Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by registered land surveyor, who shall certify such replacement.

The cost replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

c) Rates to be inclusive

“VAT shall be excluded from the rates and provided for as lump sum in the Summary of Bill of Quantities.”

d) Materials on the site

“ in addition, the engineer may at his sole discretion also allow payments under “Materials on Site” in respect of any construction materials if stored off-site providing that:

- a) The site selected for this purpose is approved by the engineer
- b) Such land is physically separated from any production plant or operation
- c) Only materials for use under this contract is stockpiled on such land
- d) The contractor has provided proof of an agreement with the owner of land that the owner has no claim whatsoever on any materials stockpiled land
- e) Material obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials site.”

B1215 EXTENSION OF TIME RESULTING ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

“For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method).”

Method (ii) (Critical path method)

“The value of “n” shall be taken as the (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

- “(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing.”

B1222 USE OF EXPLOSIVES

- “(h) Where blasting operations are undertaken in close proximity of temporary deviations, the Contractor shall implement all such safeguarding measures as may be required and instructed by the engineer.”

B1224 THE HANDING-OVE OF THE ROAD RESERVE

“The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non- adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.”

B1229 SABS CEMENT SPECIFICATIONS

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement- composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product Nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5 R
RHC	CEM I	42,5
	CEM I	42,5 R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5 CEM II/A-V 32,5, or CEM III A may used for the manufacture of reinforce concrete members.”

“B1230: IN SERVICE TRAINING

The contractor shall implement in-service training. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

a) Details of in-service training

(i) The contractor shall attach to form RDP 1(E) basic details of his proposed in –service training programme , which details shall inter alia include the following:

- The details of training to be provided
- The manner in which the training is to be delivered
- The number and details of trainers to be utilized.

(ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

(iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.

(iv) All labourers shall be remunerated in respect of all time spent undergoing training.

(v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor , a certificate of service in which the following information shall be recorded:

- The name of the contractor
- The name of the employee
- The name of the project /contract
- The nature of work satisfactorily executed by the worker and the time spent thereon
- The nature and extent of training provided to the worker
- The dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01 (a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The contractor shall, however, accept the appointed as part of his management personnel.

a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- i. To be available on site daily between the hours of 07:00 and 11:00 and at other times as the need arises. His/her normal working day will extend from 07:00 in the morning until 16:30 in the afternoon.
- ii. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- iii. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- iv. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk."
- v. To attend all meetings in which the community and/or labour are present or are required to be represented.
- vi. To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- vii. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- viii. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- ix. To keep a daily written record of his interviews and community liaison.
- x. To attend monthly site meetings to report on labour and RDP matters.
- xi. All such other duties as agreed upon between all parties concerned.
- xii. To submit monthly returns regarding community liaison as illustrated In Part C5.1 of this document (form RDP 12(E)).

b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

c) Period of employment of the community liaison officer

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

B1232 SUBCONTRACTORS

Over and the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works , it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works , it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the rights to limit the extent or the volume of work subcontracted by the contractor, should he be deeming it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

B1234 MEASUREMENT AND PAYMENT

"ITEM	UNIT
B12.01 Locating Existing Services	Provisional Sum
ITEM	UNIT
B12.02 Hand excavation to determine the positions of existing services	
To determine the positions of existing services	cubic metre (m ³)
ITEM	UNIT
B12.03 Quality Control Test Ordered by the Engineer	Prime Cost Sum
ITEM	UNIT
B12.04 Provision for a Community Liaison Officer	
Provisional sum for the payment of the Community	
Liaison Officer	Provisional Sum

ITEM	UNIT
------	------

B12.05 Provisional sum for protection and/ relocation of service by others

Provisional sum for the payment of the protection and/ Relocation of existing services by others	Provision Sum
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ITEM	UNIT
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B12.06 Provisional sum for payment of the CONTRACT NO. NW/381/TECH-PMU01/2025/2025

Notice board as instructed by Engineer

Provisional sum for the payment of the CONTRACT NO. NW/381/TECH-PMU01/2025/2025 Notice board Provisional Sum

ITEM	UNIT
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B12.07 Provisional sum for payment for the Engineer's representative's cellular phone account

Provisional sum for the payment of the Engineer's Representative's cellular phone account	Provisional Sum
--	-----------------

ITEM	UNIT
------	------

B12.08 Provisional sum for payment of the compensation of Landowners

Provisional sum for compensation of Landowners	Provisional Sum
--	-----------------

ITEM	UNIT
------	------

B12.09 Cable ducts

Supply, lay & backfill 150mm cable ducts	m
--	---

ITEM	UNIT
------	------

B12.10 Relocation of services by Contractor

Supply, lay bed, backfill & test following reticulation

- | | |
|-----------------------|---|
| a) uPVC Class 9 110mm | m |
| b) uPVC Class 9 75mm | m |
| c) HDPE Class 10 50mm | m |
| d) HDPE Class 10 32mm | m |

ITEM

UNIT

B 12.11 Percentage for charges and profit on the provisional sums contractor's cost and profit

Percentage for charges and profit on the provisional sums Percentage (%)

ITEM

UNIT

B12.12 Training for Targeted Labour

a) Training allowance for formal training Prime Cost Sum

b) Extra-over for administration of payment of training Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under all the provisional sums sub-items, which shall include full compensation for the handling costs of the contractor, and the profit."

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

B1302 GENERAL REQUIREMENTS

a) Camps, constructional plant and testing facilities

"The contractor shall, at each area where work is being undertaken, provide on the daily basis at least one portable chemical latrine unit use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time- related obligations."

B1303 PAYMENT

ITEM

UNIT

B13.01 The contractor's general obligations

(As specified)

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

ITEM

UNIT

B13.01 The contractor's general obligations

Health and Safety obligations

Month

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

B1402 OFFICES AND LABORATORIES

a) General

"The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two meter high security fence. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that preceding requirements are met to the satisfaction of the engineer.

b) Offices

"(xviii) The engineer's site supervisory staff shall use cellular telephone for site communication purposes.

Provision is made in the bill of quantities for separate payment of operating costs of such cellular phones.

SECTION 1500: ACCOMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

e) Access to properties

"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

(i) TRAFFIC safety officer

(a) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(ii) Arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W, the flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300)."

(j) Handing over the site

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

(k) Use of explosives in close proximity of temporary deviations

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during operations.

(l) Land taken up for deviations

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

"(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognizance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5.0km or two sections of 3.0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitations shall be considered by the engineer except where the programme necessitates such at the construction of bridges."

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

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

(b) Road signs and barricades

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Roads Signs Note 13.

Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization device and barricades

“Drums shall not be as channelization devices.

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

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centers of delineators shall be as shown on the drawings or as directed by the Engineer.”

(e) Warning devices

“It is requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the engineer’s site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1517 RETRO-REFLECTIVE MATERIAL

“Retro-reflective a material for temporary signs shall comply with the requirement s of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in CLAUSE b 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1.”

B1518 MEASUREMENT AND PAYMENT

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

“ITEM

UNIT

B 15.03 Temporary traffic control facilities

(p) Provision of high visibility safety jackets

number (No)

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contractor.”

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted stacked shall be made under section 5200”

B1704 MEASUREMENT AND PAYMENT

ITEM

UNIT

Clearing and grubbing

hectare (ha)

B1705 REINSTATING OF ROADS

The tendered rate shall include full compensation for ripping the existing gravel roads material, breaking down, watering, mixing the material including any extra material added, compacting the material, including removal of 5% by volume of oversize material and transporting it over a distance of 1.0km.

ITEM

UNIT

B17.05 Blading and cutting mitre drain

Blading and mitre drain

kilometer (km)

SECTION1800: DAYWORK SCHEDULE

Note: this is new section added to the Standard Specifications.

B1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantity or quantity of work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work a special or different character warranting payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorization is obtained from the engineer.

B1803 Measurement and Payment

The engineer may order the following day work items:ITEM	DESCRIPTION	UNIT
18.01	(a) Normal hours of duty of :	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
	(iv) Foreman	Hour (h)
	Hire of construction equipment	Hour (h)
	(a) Excavator 3-5 ton	
	(b) TL Backactor	
	(c) Front end loader	Hour (h)
	(d) Platform truck	Hour (h)
	(e) Tip truck	Hour (h)
	(f) Grader (CAT 140G or similar)	Hour (h)
	(g) Walk behind roller (Bomag BW90 or similar)	Hour (h)
	(h) Mechanical Broom	Hour (h)
	(i) D6 Dozer	Hour (h)
	(j) Compressor	Hour (h)
	(k) Submersible dewatering pump	Hour (h)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head- office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on day work items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates being requested for items not appearing in the bill of quantities, then the provisions of the contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

SECTION 2100: DRAINS

B2103 BANKS AND DYKES

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

“Perforation for 100mm pipes shall spaced in two rows, one on each side of the vertical centre line the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

(ii) Synthetic-fibre filter fabric

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

“Section 2200, Prefabricated culverts will read, Section B2200, Constructed culverts.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths sated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary.”

B2203 MATERIALS

(f) Skewed Ends

Deleted the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls.”

B2204 CONSTRUCTION METHODS

“In all cases where a soft founding material is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density.

The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

“(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry. Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made the schedule in this section.”

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read “90% or 93% as shown on the drawings or as directed by the engineer.”

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawing and shall be in accordance with section 6000 of the standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section.”

B2218 MEASUREMENTS AND PAYMENT

“The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid. The tendered rate for concrete pipe culverts shall include the additional cost of units that are half the standard length. The standard length of a concrete pipe is 2.44m”

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2301 SCOPE

“The position and length of the following types of concrete kerbs and channels are indicated on the standard drawings.

Type B	:	Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	:	In situ concrete kerbing at intersections
Edge beam	:	In situ concrete kerbing at farm access and bus stops

B2304 CONSTRUCTION

(c) Slip form kerbing

“Slip-form kerbing shall under no circumstance be allowed.”

(e) Cast in situ kerbs and channels

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channel in adjoin the bituminous surface of the road, the kerbing and/or channeling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channeling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete split onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

(K) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause3102 and clause1225 of the specifications shall be borne entirely by the contractor and will be deemed to have included in his rates for borrow materials.”

“The contractor shall also adhere to all statutory requirements including applying for and completing Environmental Programme Management documents (EMP) for the department of Mines and Energy. All costs for application and completion of EMP shall be borne by the contractor and will be deemed to have been included in his rates for borrow materials”.

B3103 OBTAINING BORROW MATERIALS

(a) General

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

f) Protecting borrow pits

“It is requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and discarded as decided upon by the contractor. Payment for temporary fencing around borrow pits shall made in accordance with stipulations of section 5500 in these specifications.”

“h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer.”

B3105 FINISHING –OFF BORROW AREAS AND HAUL ROADS

“Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and pavement for such extra work shall be made using day work items.

The above notwithstanding, the finishing –off borrow pits and haul roads must be to a minimum requirement acceptable to the Department of Minerals and Energy. The payment to achieve the minimum standard shall be deemed included in the pay items for borrow materials.”

SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

“For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material.”

(b) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph “if necessary, roadbed 150mm in depth of compaction” and replace as follows:

“Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layersworks, shall be bladed to controlled level in order to achieve the required the level and necessary depth of compaction.”

B3307 FILLS

(c) Constructing a pioneer layer

“For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications.”

(d) Benching

“Benching of and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching required for widening of the existing road formation. Benching required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is requirement that benching shall always be started at the bottom of the existing progressing to the top of the formation. The dimensions and details of benching are shown on the drawing.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3202 MATERIALS

(b) General

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

B3405 CONSTRUCTION TOLERANCES

(F) Surface regularity

“Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on side of the joint of the layer covering at least a 30m length into the newly constructed section.”

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

“Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications.”

SECTION 3500: STABILISATION

B3503 CHEMICAL STABILISATION

1. Preparing the layer

Breaking- down and removal of oversize material and addition of make to required thickness shall be completed before stabilizing agent shall be added.”

(h) Curing the stabilized work

“it is the intention of this contract that curing of chemically stabilized layers shall be undertaken in accordance to protection method (ii) as specified. Any other method of curing shall only be allowed in special; circumstances as decided upon by the engineer, but no additional payment whatsoever over that allowed for in item 35.05 will be made.”

(i) Construction limitations

I table 3503/1, replace “8 hours” with “6 hours.”

B3506 TOLERANCES

2. Uniformity of mix (chemical stabilisation)

“All pavement layers, especially layers which are to be chemically stabilized, shall , apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

The in-place mixing of chemical stabilizing agents with agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilized layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilized materials the coefficient of variation shall not exceed 20%.

The coefficient of variation, C_v , is calculated by the formula:

$$C_v = \frac{S_n}{X_n} \times 100 \text{ where,}$$

S_n = standard deviation of n determinations of stabilizing agent content

X_n = mean percentage of n determinations of agent content with n = 4 minimum.”

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

“The preparation of chemically stabilized material for the determination of the modified AASHTO density of the material shall executed in accordance with TMH1 test method A 16 T and compaction thereof accordance with TMH1 test method A7.”

SECTION 5100 PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

CONTENTS

5101	SCOPE
5102	MATERIALS
5103	STONE PITCHING
5104	RIPRAP
5105	STONE MASONRY WALLS
5106	SEGMENTAL BLOCK PAVING
5107	CAST IN SITU CONCRETE PITCHING
5108	MEASUREMENT AND PAYMENT

5101 SCOPE

This section covers the furnishing of materials and the construction of a protective covering in stone pitching, cast in situ concrete pitching, bricks or prefabricated concrete blocks on exposed surfaces such as earth slopes, drains and stream beds, as well as heavier protective layers in the form of riprap and the construction of stone masonry for walls, all as shown on the drawings or ordered by the engineer.

5102 MATERIALS

(a) Stone

- (i) Stone for pitching shall be sound, tough and durable, without any stones less than 200 mm in minimum dimension, except that smaller pieces or spalls may be used for filling spaces between the larger stones. The shapes of the rocks or stones shall be so as to form a stable protective layer of the required thickness. Rounded boulders shall not be used on slopes steeper than 2:1 unless grouted.

All stone intended for use on a particular pitching job shall be subject to the prior approval of the engineer.

- (ii) Stone for riprap shall be hard field or quarry stone not susceptible to disintegration or excessive weathering on exposure to the atmosphere or water. It shall be free from soft material such as sand, clay, shale or organic material and shall not contain an excessive quantity elongated stones.

The required size of the stone will depend on the "critical mass" specified. At least 50% by mass of the material comprising the riprap shall consist of stones with a mass heavier than the critical mass, and not more than 10% by mass of the material shall consist of stones with a mass of less than 10% of the critical mass or more than 5 times the critical mass.

(b) Cement

Cement shall be ordinary Portland cement which complies with the requirements of SABS 471.

(c) Sand

(i) Sand for concrete

Sand for concrete, cement slurry and cement mortar shall comply with the requirements of SABS 1083.

(ii) Sand for bedding

Sand for bedding used for paving blocks shall not contain any deleterious impurities and shall comply with the following grading requirements:

Sieve size (mm)	% passing through
9,52	100
4,75	95 - 100
2,36	80 - 100
1,18	50 - 85
0,600	25 - 60
0,300	30 - 10
0,150	5 - 15
0,075	50 - 10

(iii) Sand for joints

Sand used for being brushed into the joints between pavement blocks shall all pass through a 1,18 mm sieve, and between 10 and 15 per cent of it shall pass through an 0,075 mm sieve.

(d) Paving blocks

Paving blocks shall comply with the requirements of SABS 1058 for class 25 paving blocks where paving blocks are made from concrete, and bricks used as paving blocks shall be facebrick units which shall comply with the requirements of SABS 227. Engineering units may also be used instead of facebrick units.

The surface texture and colour of all units shall be uniform.

Paving blocks for sidewalks shall be square prefabricated concrete blocks, 450 mm x 450 mm x 50 mm in size and fabricated from class 30 concrete. As to appearance, the blocks shall comply with the requirements of clause 3.3 of SABS 927. The upper surface shall have an approved pattern to provide proper skid resistance.

Concrete grass blocks shall consist of concrete slabs of the dimensions shown on the drawings, with openings through the slab totalling at least 20% of the surface area.

(e) **Concrete**

Concrete work shall be carried out in accordance with the provisions of sections 6200, 6300 and 6400.

(f) **Wire**

Wire for pitching kept in position by wires shall consist of 4,0 mm diameter galvanised wire which complies with the requirements of SABS 675.

(g) **Permeable material for filter layer**

Permeable material for filter layers shall comply with the requirements specified for permeable material for subsoil drains in subsubclause 2104(a)(ii).

(h) **Synthetic-fibre filter fabric**

Synthetic-fibre filter fabric shall be of the grade and type specified in the schedule of quantities or project specifications, and shall comply with the requirements of subsubclause 2104(a)(iii).

5103 STONE PITCHING

(a) **Plain stone pitching**

The area shall be prepared by the excavating, shaping and trimming necessary for pitching, and by thoroughly compacting the area by hand-ramming to prevent subsequent settlement. A trench shall be excavated as directed by the engineer along the toe of any slopes to be pitched or along the unprotected edge of the pitching in the beds of streams. Two pitching methods follow, and the method to be adopted shall be decided on by the engineer.

Method 1

Commencing at the bottom of the trench, the stone shall be laid and firmly bedded into the slope and against adjoining stones. The stones shall be laid with their longitudinal axes at right angles to the slope and with staggered joints. The stones shall be well rammed into the bank or surface to be protected and the spaces between the larger stones shall be filled with spalls of approved pitching stone securely rammed into place.

Placing of rock by dumping shall not be allowed.

Method 2

The technique and requirements laid down in method 1 shall also apply to method 2, except in the following aspects:

- (i) No small stones or spalls shall be used to fill in spaces between larger stones.
- (ii) Simultaneously with the placing of stones, topsoil shall be introduced between individual stones, and sufficiently rammed so as to provide a firm bonded structure. The topsoil shall be provided to the full depth of the stone pitching at any point.
- (iii) Rooted grass or tufts of grass shall then be planted in the topsoil between stones, and watered immediately and copiously and thereafter at regular intervals until grass has been established.

Whichever of the above two methods is adopted, the finished surface of the pitching shall present an even, tight and neat appearance with no stones varying by more than 25 mm from the specified surface grades or lines. The thickness of the pitching, measured at right angles to the surface, shall not be less than 200 mm.

(b) Grouted stone pitching

The work shall be done in accordance with all the requirements specified for plain pitching in subclause 5103(a) above, except that the stones shall be thoroughly cleaned of adhering dirt or clay, moistened and embedded in freshly laid cement mortar composed of one part of cement to every six parts of sand. Any spaces between the stones shall be filled with cement grout of the same composition as the mortar. The mortar and grout shall be placed in a continuous operation for any day's run at any one location. The grout shall be worked into the pitching so as to ensure that all spaces or voids between the stones will be completely filled with grout to the full depth of the stone pitching. Grout spilt onto exposed surfaces of the stones shall be removed while still soft, and the joints between stones shall be neatly finished.

The grouted pitching shall be cured with wet sacking or other approved wet cover for a period of not less than four days after grouting, and shall not be subjected to loading until adequate strength has been developed. Where required, weep holes shall be formed in the pitching.

(c) Grouted stone pitching on a concrete bed

The area to be pitched shall be prepared as described in subclause 5103(a) and a concrete bed (class 15 concrete) with a thickness of at least 75 mm shall then be placed. The stone pitching shall be of stones with a minimum dimension of 200 mm, which shall be laid while the concrete is still fresh. Openings between stones shall be filled with cement grout as described in subclause 5103(b), and care shall be taken not to spill the grout onto the finally exposed surfaces of the stones. Grout spilt onto the exposed surfaces of the stones shall be removed while still soft, and the joints between stones shall be neatly finished.

Curing shall be done as described for grouted stone pitching in subclause 5103(b).

The completed pitching shall have an even compacted appearance, and nowhere may the surface deviate by more than 25 mm from the specified lines and grades.

SECTION 5600: ROAD SIGNS

B5601 SCOPE

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

B5602 MATERIALS

(f) Retro – reflective material

In the first sentence, replace “SABS 1519” with “SABS 1519-1” and delete “and the adhesion requirements of CKS 191.”

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

(k) Black vinyl

In the second sentence, replace ‘SABS 1519’ with “SABS 1519-1” and delete the rest of the sentence.

(m) Temporary covers for road signs

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

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so

That they will be able to withstand strong gusts of wind or eddies caused by passing traffic.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face approval of the correctness of the legend. Such approval will not imply final acceptance of the board.

B5606 ERECTING ROAD SIGNS

(c)

Erection

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective materials manufacturer.

All vegetation obstruction the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

If the contractor is in any doubt as to the corrections of the sign detail, the sign designer shall be contacted for verification.”

(i) Steel plate road sign boards

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

(ii) Steel profile road signboards

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminum section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

B5605 STORAGE AND HANDLING

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

SECTION 5700: ROAD MARKINGS

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road marking paint

“When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance, R_L , shall be at least 150 mcd/m².lx for white markings and 100 mcd/m².lx for yellow markings.

Retro-reflective road-marking paint shall be used to paint road markings during the contract period and to re-paint all road markings at the end of the maintenance period.”

“(v) Other road marking materials

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

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

B5705 SURFACE PREPARATION

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

B5707 APPLYING THE PAINT

“The contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B42502 MATERIALS

Bedding sand

Bedding sand for concrete block paving shall not contain any deleterious impurities.

Bedding sand shall comply with the following grading requirements:

Sieve size (mm)	% passing through
9,52	100
4,75	95 – 100
2,36	80 – 100
1,18	50 – 85
0,600	25 – 60
0,300	10 – 30
0,150	5 – 15
0,075	0 – 10

Bedding sand shall not contain any clay or slit material.

(b) Jointing sand

100% of the sand used to fill the joints between the concrete blocks shall pass through a 1,18 mm sieve and between 10% and 15% of it shall pass through a 0,075 mm sieve.

(c) Concrete paving blocks

Concrete paving blocks shall comply with the requirements of SABS 1058. The block shall be of the class, type and thickness specified in the project specifications, on the drawings, or in the schedule of quantities. The surface texture and colour of all blocks shall be uniform. The blocks shall comply with the Portland Cement Institute's abrasion test.

(d) Concrete

Concrete in situ concrete edge beams or intermediate beams shall be constructed in accordance with the provisions of section 6200, 6300 and 6400. Prefabricated kerbing and channelling shall comply with the requirements of section 2300.

(e) Herbicide and ant poison

The herbicide and ant poison shall be environmentally friendly and shall be subject to the engineer's approval.

01 CONSTRUCTION

(a) Underlying pavement layers

The underlying pavement layers shall be constructed and prepared in accordance with the requirements for the relevant pavement layers in series 3000 of the standard specifications, the project specifications and the drawings. Where specified or required by the engineer the prepared surface shall be treated with approved herbicide and ant poison before the layer of sand for bedding is placed.

(b) Bedding sand

A layer of bedding sand shall be placed on top of the prepared surface of the underlying pavement layer. It shall be accurately levelled to an uncompacted thickness of 25 mm (± 5 mm) or as specified so that the concrete paving blocks will have the correct level after compaction. The bedding sand shall be placed immediately before the concrete paving blocks are laid and shall not be compacted before the blocks have been laid.

(c) Concrete paving blocks

The blocks shall be laid in the pattern shown on the drawings or as directed by the engineer. Unbroken blocks shall be laid first and the filler pieces afterwards. Filler pieces shall be neatly sawn or hewn to fit exactly into the space to be filled. Any space, of which the size is less than 25% of the size of an unbroken block, shall be filled with 35 MPa concrete. The size of the joints between blocks shall be between 2 mm and 4 mm, and the top faces the blocks shall be flushed.

After the paving blocks have been laid, the pavement shall be compacted by two passes of a suitable vibrating-plate compactor operating at a frequency of 65 Hz to 100 Hz and low amplitude. Its plate surface shall be 0,2 m² to 0,4 m² and it shall develop a centrifugal force of 7 kN to 16 kN.

After compaction of the pavement as described above, jointing sand shall be spread and brushed into the joints until the joints have been properly filled. Any surplus sand shall then be broomed off the pavement shall then be subjected to two further passes by the plate vibrator.

(d) Edge beams and intermediate beams

Cast in situ or prefabricated concrete edge beams or intermediate beams shall be constructed on the underlying pavement layer in accordance with the details shown on the drawings. No paving blocks shall be laid before the edge and intermediate beams have developed sufficient strength to withstand the construction forces.

(e) Construction tolerances

The completed concrete block paving shall comply with the following construction tolerances:

- | | | | |
|-------|---|-------|---------|
| (i) | Line of pattern | | |
| | Maximum deviation from any 3 m straight line | 10 mm | |
| | Maximum deviation from any 20 m straight line | 20 mm | |
| (ii) | Vertical deviation from a 3 m straight –edge | | |
| | At the edge beams | | + 3 |
| | mm | | |
| | Elsewhere | | ± 10 mm |
| (iii) | Maximum difference in the surface levels of Adjacent unit | | 5 mm |

02 MEASUREMENT AND PAYMENT

Item

Unit

01 Concrete block paving

(class, type and thickness indicated) square
 metre (m²)

The unit of measurement shall be the square metre of completed concrete block paving. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

The tendered rate shall include full compensation for furnishing all materials, constructing the sand bedding, laying and compacting the concrete pavement blocks, filling the joints with jointing sand, and for all other work necessary to complete the concrete block paving as specified.

Item

Unit

02 Cast in situ concrete edge and intermediate beams.....

cubic metre (m³)

The unit of measurement shall be the cubic metre of concrete in edge and intermediate beams. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

The tendered rate shall include full compensation for furnishing all materials, and constructing the edge and intermediate beams complete as specified, including all excavation and backfilling in all classes of material.

Item	Unit
03 Provision of approved herbicide and ant poison:	
(a) Provision of materials	prime cost sum
(b) Contractor's charges and profit added to the prime cost sum	per cent (%)

Payment under the prime cost sum for providing ant poison and herbicide and the contractor's costs and profit in this respect shall be made in accordance with the provisions of the general conditions of contract, but, in addition, the contractor's tendered rate for costs and profit shall include all compensation for applying the chemicals as specified.

C3.4.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS

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- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

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C3.4.3.1.1 INTRODUCTION

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, RATLOU LOCAL MUNICIPALITY (MDM), as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the RATLOU LOCAL MUNICIPALITY (MDM) achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

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 & safety of his employees and those of his Mandataries.

Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by RATLOU LOCAL MUNICIPALITY as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the RATLOU LOCAL MUNICIPALITY before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's 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 must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the RATLOU LOCAL MUNICIPALITY shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) 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 list of identified appointments and may be used to select the appropriate appointments for the current contract: Ref.

Section/Regulation in OHSAct

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	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling 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)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the RATLOU LOCAL MUNICIPALITY together with concise CV's of the appointees. All appointments must be officially approved by RATLOU LOCAL MUNICIPALITY. Any changes in appointees or appointments must be communicated to RATLOU LOCAL MUNICIPALITY forthwith.

The Principal Contractor must, furthermore, provide RATLOU LOCAL MUNICIPALITY with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition RATLOU LOCAL MUNICIPALITY may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters

9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

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

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & 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 & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & 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 & 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

RATLOU LOCAL MUNICIPALITY will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to RATLOU LOCAL MUNICIPALITY on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, 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 must be held on the OH&S File and a copy must be forwarded to RATLOU LOCAL MUNICIPALITY for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

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.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

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, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will 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 Contractor will be required to do Site Safety Walks with RATLOU LOCAL MUNICIPALITY at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all RATLOU LOCAL MUNICIPALITY OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by RATLOU LOCAL MUNICIPALITY.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

RATLOU LOCAL MUNICIPALITY will be conducting a Monthly Audit 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.

(ii) Other Audits and Inspections by RATLOU LOCAL MUNICIPALITY:

RATLOU LOCAL MUNICIPALITY reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany RATLOU LOCAL MUNICIPALITY on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must 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.

(vi) Recording and Review of Inspection Results

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

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to RATLOU LOCAL MUNICIPALITY within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both RATLOU LOCAL MUNICIPALITY and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide RATLOU LOCAL MUNICIPALITY with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide RATLOU LOCAL MUNICIPALITY with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is 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 to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is 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.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Ratlou Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that RATLOU LOCAL MUNICIPALITY may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as

is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by RATLOU LOCAL MUNICIPALITY, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

Measurement and Payment

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

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

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

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

Item	Unit
C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **C1.1** has been made.

Item	Unit
C1.3 Submission of the Health and Safety File	Lump Sum

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

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

Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: SHE Risk Management Report

Annexure 3. List of Risk Assessments

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000 /

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: **The number of claims lodged with the COID insurer for the period under review**

200 000: The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include: * Hourly Paid Employees
 * Sub-contactors (No. of Employees X *220 each)
 * Staff (No. of Employees X *220 hours each)

220 manhours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed
for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

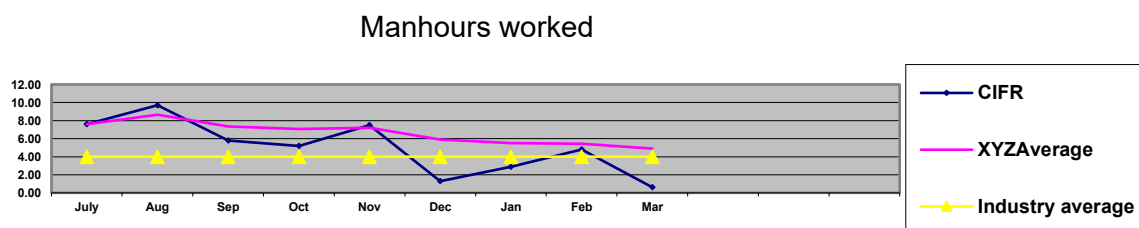
The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

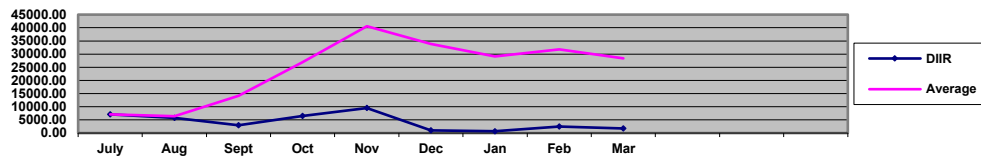
Compensation Incident Frequency Rate (CIFR)

$\text{CIFR} = \frac{\text{Total No. of Claims against the Workmen's Compensation Fund}}{\text{Manhours worked}} \times 200\,000$



2.2. Disabling Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
 - protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1.	Job 06992:	Gillooly's Mall	Compliance: 56%(*)
	Job 00786:	Cullinan Head Office	Compliance: 83%(****)
	Job 00589:	Cleveland Station	Compliance: 76%(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses.

*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & 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 & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill 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 & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle

- Parking of vehicles & mobile plant
- Towing of vehicles & 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.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

- C3.4.3.2.1 SCOPE
- C3.4.3.2.2 DEFINITIONS
- C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.4.3.2.4 LEGAL REQUIREMENTS
- C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.4.3.2.6 TRAINING
- C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.4.3.2.9 RECORD KEEPING
- C3.4.3.2.10 COMPLIANCE AND PENALTIES
- C3.4.3.2.11 MEASUREMENT AND PAYMENT

SCOPE

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

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

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Ratlou Local Municipality 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.

C3.4.3.2.1. 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 South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

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

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

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

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

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

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

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

C3.4.3.2.2. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

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

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

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

C3.4.3.2.3. 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.

C3.4.3.2.4. 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 Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.5. 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 Employer's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

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

C3.4.3.2.6. ACTIVITIES/ASPECTS CAUSING IMPACTS

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

C3.4.3.2.7. 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 as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 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-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. 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 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 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the 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 Bill of Quantities. (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, 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 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (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 Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

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 re-vegetated according to the engineer's instructions

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

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 Research 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 COLTO General Condition of Contract Subclause 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. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 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 defect's notification period.

C3.4.3.2.8. 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.

C3.4.3.2.9. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- | | | |
|---|---|------------------|
| • 2600mm girth or less | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth | : | R30 000 per tree |

b) Serious violations:

- | | | |
|--|---|-------------------------------|
| • Hazardous chemical/oil spill and/or dumping in non-approved sites. | : | R10 000 per incident |
| • General damage to sensitive environments. | : | R 5 000 per incident |
| • Damage to cultural and historical sites. | : | R 5 000 per incident |
| • Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). | : | R1 000 to R5 000 per incident |
| • Unauthorised blasting activities. | : | R 5 000 per incident |
| • Pollution of water sources. | : | R 10 000 per incident |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- | | | |
|---|---|---------------------|
| • Littering on site. | : | R1 000 per incident |
| • Lighting of illegal fires on site. | : | R1 000 per incident |
| • Persistent or un-repaired fuel and oil leaks. | : | R1 000 per incident |
| • Excess dust or excess noise emanating from site. | : | R1 000 per incident |
| • Dumping of milled material in side drains or on grassed areas: | : | R1 000 per incident |
| • Possession or use of intoxicating substances on site. : | : | R 500 per incident |
| • Any vehicles being driven in excess of designated speed limits. | : | R 500 per incident |
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. | : | R2 000 per incident |
| • Illegal hunting. | : | R2 000 per incident |
| • Urination and defecation anywhere except in designated areas. | : | R 500 per incident |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the

calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.10. MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item	Unit
C100.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10

Item	Unit
C100.02 Penalty for serious violations	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)
(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.03 Penalty for less serious violations	
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)

- Removal and/or damage to flora or cultural or heritage
objects on site, and/or killing of wildlife number (No)
- Illegal hunting number (No)
- Urination and defecation anywhere except in designated
areas number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Dust control Exhaust fumes Washing waste				
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

RATLOU LOCAL MUNICIPALITY
CONSTRUCTION OF 3.5km INTERNAL ACCESS PAVED ROAD IN SETLAGOLE-WARD 14
CONTRACT NO. NW/381/TECH-PMU01/2025/2026

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Spillage Storage				
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	

RATLOU LOCAL MUNICIPALITY
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CONTRACT NO. NW/381/TECH-PMU01/2025/2026

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
5000	Ancilliary 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	

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

- C3.4.3.3.1 SCOPE
- C3.4.3.3.2 GENERIC TRAINING
- C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.3.4 MEASUREMENT AND PAYMENT

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION		ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS	.....
2	FLAGMEN	.....
3	CONCRETE HANDLING, PLACING AND FINISHING	.....
4	GUARDRAILS	.....
5	BITUMINOUS ROAD SURFACING	.....

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

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

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

<u>ITEM</u>	<u>UNIT</u>
E12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

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

C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C3.4.3.4.1 SCOPE

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.11 MEASUREMENT AND PAYMENT

C3.4.3.4.1 SCOPE

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

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.2.1 Supporting documents

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

C3.4.3.4.2.1.2 Definitions and abbreviations

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

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or

aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C3.4.3.4.2.1.3 Status

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

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possibly make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of various communities, and shall not be bound to one particular community.

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E).
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

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

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.
- (c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

- C3.4.3.4.7.1 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.
- C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).
- C3.4.3.4.7.3 The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.
- C3.4.3.4.7.4 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:
 - (a) Name, address, age and sex
 - (b) Marital status and number of dependants
 - (c) Qualifications and previous work experience (whether substantiated or not)
 - (d) Period since last economically active
 - (e) Preference for type of work or task.
- C3.4.3.4.7.5 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:
 - (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

- (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
 - (b) Preference shall be given to the unemployed and single heads of households.
 - (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
 - (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.
- C3.4.3.4.7.6 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.
- C3.4.3.4.7.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.
- C3.4.3.4.7.8 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."
- C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
- C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.
- C3.4.3.4.8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Form P : Appendix to Tender.
- C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
- C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.4.3.4.11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

PART C4: SITE INFORMATION (Print in Green)

C4.1 SITE INFORMATION

C4.2 LOCALITY PLAN

SITE INFORMATION

- C4.1.1 The geotechnical investigation carried out showed that there is no underground water experienced in all tests pits dug, with the deepest pit excavated to a depth of 1300mm. There are areas with potentially expansive clay material such which need management to prevent cracking of the pavement structure due to seasonal heaving and shrinkage. The site has underlying rock (<700mm) on isolated parts of the proposed road. From the geotechnical evaluations, 88 % of the existing pavement structure can be considered for ripping and re-compacting for subgrade and selected layers. Although vulnerable to moisture content the DCP results show that the pavement layers are predominantly dense -very dense giving rise to high CBR%.
- C4.1.2 Pavement and layer works design: provided on construction drawings



PART C5: ANNEXURES

C5.1 PROFORMA DOCUMENTS

C5.2 CONTRACT DRAWINGS

PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

RATLOU LOCAL MUNICIPALITY

FOR INFORMATION ONLY:

This Guarantee is not to be
completed and signed by the
Guarantor.

A separate form will be issued
to the successful Tenderer

Notes to Tenderer

1. 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.
2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT NO. NW/381/TECH-PMU01/2025/2025.

FOR

DESCRIPTION OF THE CONTRACT:

The guarantee is issued on behalf of

Registration No

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....
(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at
or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to
(R.....) and is restricted to payment of monies only.

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4. This guarantee shall expire on the date on which the Completion Certificate shall be issued, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed atfor and on behalf of

on this the day ofin the year

GUARANTOR:

AS WITNESS:

1.	2.
NAME(Print):	NAME(Print):
ADDRESS	ADDRESS
.....
.....

EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,, being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

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Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

CONTRACT DRAWINGS

The following is a list of contract drawings included in a separate volume entitled “Part C5.2: Contract Drawings.” The following drawings are applicable: