

**CIDB CONTRACTOR GRADING
5CE OR HIGHER**



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

BID No: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

COMPILED BY:



BMK Consulting Engineers
Office 218
45 Richefond Circle
Ridgeside Office Park
Umhlanga

Tel No: 031 566 1160
Fax No: 031 566 1732

ON BEHALF OF



Winnie Madikizela-Mandela Local Municipality
Winnie Madikizela-Mandela Street
P.O. Box 12
BIZANA
4800

Tel No: 039 251 0230
Fax No: 039 251 0917

Tender Closes Friday, 04 November 2022

NAME OF TENDERER	
TELEPHONE	
TENDER SUM	
TIME OF COMPLETION	



EXPANDED PUBLIC WORKS PROGRAMME

TENDER No: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

TENDER DOCUMENTS CONTENTS

PART	DESCRIPTION	PAGE COLOUR	PAGE No.
PART T: THE TENDER			TP 1 to RD56
T1.1.	Tender Notice and Invitation to Tender	White	TP 2
T1.2	Tender Data	Pink	TP 4
T2.1	List of Returnable Documents	Yellow	RD 1
T2.2	Returnable Schedules	Yellow	RD 3 to RD 56
PART C1: AGREEMENTS AND CONTRACT DATA			C 1 to C 23
C1.1	Form Offer and Acceptance	Yellow	C 2
C1.2	Contract Data	Yellow	C 7
C1.3	Form of Guarantee	Yellow	C 13
C1.4	Adjudicator's Agreement	Yellow	C 17
C1.5	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993	Yellow	C 18
C1.6	Adjudication Board Member Agreement	Yellow	C20
PART C2: PRICING DATA			PD 1 to PD 19
C2.1	Pricing Instructions	Yellow	PD 2
C2.2	Schedule of Quantities	Yellow	PD 5
PART C3: SCOPE OF WORK			SW 1 to SW 89
	Scope of Work	Blue	SW 1
PART C4: SITE INFORMATION			SI 1 to SI 4
	Site Information	Green	SI 1
PART C5: DRAWINGS			D 1 to D 2
	Drawings	Green	D 1

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

PART T1: TENDERING PROCEDURES

Table of Contents

<u>T1.1: Tender Notice and Invitation to Tender</u>	TP 4
<u>T1.2: Tender Data</u>	TP 7



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
ADVERT**

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
1. Construction of Tshuze to Luphilisweni Gravel A/R	WMM LM 00097	5CE or Higher	04/11/2022

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above mentioned projects for Winnie Madikizela-Mandela Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)

Proposals will be evaluated on functionality and 80/20 preference points system

Bids should score a minimum points of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A certified copy or Original BBBEE Status Level Certificate (SANAS accredited) or Sworn affidavit provided by DTI
- Letter of good standing from the bank issued within six months from the date of advert showing average cashflows
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

Advert Date: 14th October 2022

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. There is no tender briefing

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. V.O. Nontanda at (082) 953 6078, email: nontandav@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: khalaz@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

Letter of Consent

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
P.O. Box 12
Bizana
4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we

_____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature:

Date:

Witness:

Signature:

T1.1: Tender Notice and Invitation to Tender

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

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING	
DESCRIPTION /CRITERIA	Maximum points Allowed
1. Expertise	
<ul style="list-style-type: none"> Contracts Manager has between 5-10 years road construction experience and qualification on LIC NQF Level 5 (attach CV, certified ID Copies and certified Qualifications to get points) 	10 Points
<ul style="list-style-type: none"> Site Agent has between 3 to 6 years road construction experience LIC NQF Level 5 (attach CV, certified ID Copies and certified Qualifications to get points) 	10 Points
<ul style="list-style-type: none"> Health and Safety Officer has between 1 to 3 years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV, certified ID Copies and certified Qualifications to get points) 	10 Points
	30 Points
2. Experience	
<ul style="list-style-type: none"> Completed at least four similar projects with a value greater than R5 000 000.00 (5 million) per project (Appointment Letters, completion certificates signed by Client or Municipal Agent and reference letters (Not more than 3 months old) for each project must be attach) 	40 Points
	40 Points
3. Methodology	
<ul style="list-style-type: none"> Site Establishment and Carrying out the works 	10 Points
<ul style="list-style-type: none"> Cash Flow 	8 Points
<ul style="list-style-type: none"> Program of works 	6 Points
<ul style="list-style-type: none"> Organogram of the Team Members 	6 Points
	30 Points
Total for Functionality	100 Points

Bidders should score 70 out of 100 to proceed to second stage. Evaluation criteria will be 80/20

All tender enquiries can be directed to Mr. V. Nontanda at 039 251 0230 or nontandav@mbizana.gov.za during office hours.

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website and local newspaper/s. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- Bids submitted are to be valid for a period of **120 days**.

Winnie Madikizela-Mandela local Municipality
L Mahlaka
Municipal Manager
P O Box 12
Bizana
4800

T1.2:Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the September The legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

- a. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
- b. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
- c. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
- d. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
- e. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

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

Clause Number	Description
F.1.1	The Employer is Winnie Madikizela-Mandela Local Municipality
F.1.2	The tender documents issued by the employer comprise:

	<p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part 1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract</p> <p>Part 2: Pricing data</p> <p>C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3 Scope of work</p> <p>Part 4: Site information</p> <p>C4 Site information</p> <p>Part 5: Drawings</p>
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Clause No.	Description
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: BMK Consulting Engineers (PTY) Ltd Address: Office 218 45 Richefond Circle Ridgeside Office Park, Umhlanga Tel No: 031 566 1160 Fax No: 031 566 1730</p> <p>Contact Person P. Dhanee Email: Pradheep@bmkgroup.co.za</p>
F.2.1	<p>The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders.</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work;</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CE class of work 3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 5CE class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register.</p>
F2.12	<p>If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>

F.2.13.5 F.2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box: Foyer of Winnie Madikizela-Mandela Local Municipality Offices</p> <p>Physical Address: 51 Winnie Madikizela-Mandela Street, Bizana</p> <p>Tender Documents to be Endorsed: TENDER NUMBER: WMM LM 00097 – CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD</p>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 12h00 to <u>tenders.scm@mbizana.gov.za</u>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is 120 days from the tender closing date
F.2.18	The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Either a certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). 2) Certified Copies of company registration documents. 3) An original valid Tax Clearance issued by the South African Revenue Services. 4) Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises. 5) Proof of Preference Points Claimed
F.3.4	The time and location for opening of the tender offers are:

F.3.8	<p>Test for responsiveness</p> <p>F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> 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 <p>F.3.8.2A 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 Employers opinion.</p> <ul style="list-style-type: none"> a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of Work, b) significantly change the Employers or the tenderer's risk and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified. <p>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.</p>
F.3.11	<p>Evaluation of tender offers</p> <p>Replace the contents of the entire sub-clause with the following:</p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 60 points for quality (functionality), which will be explained in Stage 1 below.</p> <p>Nevertheless, Winnie Madikizela-Mandela Local Municipality retains the right to accept any bid.</p> <p>First stage in evaluation: Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> • The form of Offer and acceptance • Audited financial statements for any tender price over R10million • Certified company registration documents and ID of members • Form B: Certificate of Authority for Signature • Form C: Relevant experience • Form D: Details of key staff and CVs • Form I: Contractors Tax Clearance Certificate • Form L: Amendments, Qualifications and Alternatives • Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011 • Form O: Compulsory Enterprise Questionnaire <p>Note:</p> <ul style="list-style-type: none"> • All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc. • Addenda issued during the bid period, if any. • The pricing schedules

Failure to supply the required information will compromise the bid

STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)

The procedure for Stage 2 of evaluation of responsive tenders is **Method 4**

a) **PRICE:** 80

b) **B-BBEE STATUS LEVEL OF CONTRIBUTION:** 20

Points Awarded for Price (Ps)

A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to bench mark price as follows**

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

Where

Ps = Points scored for price of bid under consideration
Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

a) Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Status Level Contributor	Number of Points (80/20 Principle)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

F.3.13.1

Tender offers will only be accepted if:

- the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations
- the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date;
- the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;
- the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- the tender has not
 - abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this

	<p>effect; and</p> <p>f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</p> <p>g) the Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one original plus one original duplicate.

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005))

F.1 General

F.1.1 Actions

F1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- (a) **conflict of interest** means any situation in which
 - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **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
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **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 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 tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement Procedures

F.1.6.1 General

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

F.1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who

make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with 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.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval prior to do so prior to the closing time of tenders.

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 Site visit and clarification meeting

Attend, where required, a site visit and 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) may 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 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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 one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, 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 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. 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.

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

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including 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.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice 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, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the opening 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.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 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.3.5.2 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 above 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.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

- 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.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or

c) Arithmetic errors in

- Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
- The summation of the prices.

F.3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total as quoted shall govern, and the unit rate will 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 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 methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference (Modified)

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal Places

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

F.3.11.7 Scoring Financial Offers

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

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

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

W_1 = 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.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

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

P = the comparative offer of tender offer under consideration.

F.3.11.8 Scoring Preferences

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

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

F.3.11.9 Scoring quality (functionality)

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

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

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

Where S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

F.3.13.2 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.3.14 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.

F.3.19 Provide written reasons for actions taken

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

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: **WMM LM 00097**

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

INDEX

T2.1: List of Returnable Documents.....	RD2
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T2.1 LIST OF RETURNABLE DOCUMENTS

THE TENDER DOCUMENT MUST BE SUBMITTED AS A WHOLE. ALL FORMS MUST BE PROPERLY COMPLETED AS REQUIRED, AND THE DOCUMENT SHALL NOT BE TAKEN APART OR ALTERED IN ANY WAY WHATSOEVER.

The lists of returnable documents comprise the following:

RETURNABLE DOCUMENTS

FORM A: Attendance at Clarification Meeting	5
FORM B: Certificate of Authority to Sign Tender	6
FORM C: Schedule of Work Carried out by the Tenderer	7
FORM D: Details of Key Personnel	8
FORM E: Schedule of Construction Plant & Equipment	10
FORM F: Schedule of Proposed Sub-Contractors (Optional)	11
FORM G: Preliminary Programme	12
FORM H: Registration with CIDB	13
FORM I: Contractor's Tax Clearance Certificate	14
FORM J: Form concerning fulfilment of the construction regulations, 2014	15
FORM K: Record of Addenda to Tender Documents	16
FORM L: Amendments, Qualifications and Alternatives	17
FORM M: Preferential Procurement Policy	19
FORM N- Rates for Special Materials	23
FORM O: Compulsory Enterprise Questionnaire	24
FORM P: BBBEE COMPLIANCE CERTIFICATE	27
FORM Q: Company Registration Documents	28
FORM R: Identity Documents of Shareholders/Directors/Members	29
FORM S: Municipality Form	29
FORM T: Declaration of Integrity	54
FORM U: Tenders Financial Standing	55
FORM V: Proof of Payment of Municipal Rates	56

**NB: THE TENDERER IS REQUIRED TO SUBMIT CERTIFIED COPIES OF ALL
COMPULSORY RETURNABLE DOCUMENTS,. FAILURE TO RETURN
SUCH DOCUMENTS IN FULL WILL LEAD TO REJECTION OF THE
TENDER ON THE GROUNDS THAT THE TENDER IS NON-RESPONSIVE**

No contract will be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangement have been made with SARS.

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- Company registration documents.
- ID documents of directors/owners/members/shareholders.
- Original valid TAX/VAT certificate.
- Past experience (1) & (2)
- Declarations.
- Joint Venture agreement

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

FORM A: Attendance at Clarification Meeting

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

(Please print)

It is hereby CERTIFIED that I, (*name*)

in my capacity as and a duly authorized

representative of (the TENDERER)

of (address)

in the company of (the ENGINEER)

attended the official Site Inspection on (date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

SIGNATURE
(On behalf of TENDERER)

DATE

AS WITNESS: -

(On behalf of ENGINEER)

NAME

SIGNATURE

DATE

FORM B: Certificate of Authority to Sign Tender

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

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

RESOLUTION

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

.....(date), at(place)

..... (name of signatory)

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

Contract WMM LM 00097 and any contract which may arise therefrom on behalf of: -

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

SIGNED ON BEHALF OF THE FIRM: -

(1)..... (Director/Partner/Member)

(2)..... (Director/Partner/Member)

(3)..... (Director/Partner/Member)

(4)..... (Director/Partner/Member)

SIGNATURE OF AUTHORISED SIGNATORY: -

SIGNATURE
(On behalf of TENDERER)

DATE:

FORM C: Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least (3) projects. Failure to submit both appointment letters and completion certificates will result into tenderer scoring zero (0)

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

DATE:

FORM D: Details of Key Personnel

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

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

(a) Site Agent - LIC NQF 5

SITE AGENT	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

(b) Foreman - LIC NQF 4

GENERAL FOREMAN	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

DATE:

SIGNATURE OF TENDERER :.....

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

- *Site Agent*
- *Foreperson*

Tenderers are to attach detailed CV of Site Agent to this page. The Site Agent CV must demonstrate experience to enable scoring as per Quality Scorecard.

Contractors shall employ in labor-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labor-intensive infrastructure projects under the Expanded Public Works Programme(EPWP) Third Edition 2015"

- Foremen / Supervisors at NFQ level 4 "National Certificate: Supervision of Civil Engineering Construction Processes"
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

CURRICULUM VITAE OF KEY PERSONNEL-MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

And

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management.

FORM E: Schedule of Construction Plant & Equipment

The following are lists of major Construction Plant and Equipment that I / We presently own and will have available for this contract if my / our tender is accepted.

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

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which may prejudice his tender.

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

DATE:

FORM F: Schedule of Proposed Sub-Contractors (Optional)

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names 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.

We inform that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB- CONTRACTOR

SIGNATURE:

DATE:

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

FORM G: Preliminary Programme

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in the Contract Data provided by the Tenderer hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

FORM H: Registration with CIDB

Contractor is to attach a copy(ies) of Contractor's Certificate of Registration with CIDB or alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration e.g. 1 CE

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

Signature

Date

MBD 2

FORM I: Contractor's Tax Clearance Certificate

The Tenderer is to attach his **Original** Tax Clearance Certificate on this page. In the case of a Joint Venture all members of the Joint Venture's original Tax Clearance Certificates must be attached.

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

FORM J: Form concerning fulfilment of the construction regulations, 2014

In terms of regulation 40(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 06 August 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993):

Regulation 5(7)(b)

"An agent contemplated in sub regulations (5) and (6) must be registered with a statutory body approved by the chief Inspector as qualified to perform the required functions"

Regulations 8(6)

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonable satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor"

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

YES	
NO	

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

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

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

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

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

.....
.....

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

.....
.....

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

YES	
NO	

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

1 ID NO:

2 ID NO:

FORM K: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

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

DATE:

FORM L: Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) Amendments

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) Alternatives

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes:

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Schedule of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) Discounts

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note:

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

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

FORM M: Preferential Procurement Policy

Winnie Madikizela-Mandela Local Municipality has adopted the Preference Point System as stipulated in the Preference Procurement Policy Regulations 2001, pertaining to the Preferential Procurement Policy Framework Act: No 5 of 2000.

1. GENERAL CONDITIONS

- 1.1 The preference point system is applicable to all local manufacturers, suppliers and service providers.
- 1.2 Failure on the part of any tenderer to complete and sign the preference claim forms may be interpreted to mean that preference points are not claimed.
- 1.3 The Municipality reserves the right to require a tenderer, whether before a tender is adjudicated or at any time subsequently, to substantiate any claim contained in this document to the satisfaction of the Municipal Manager.
- 1.4 Any tender that does not meet or exceed the tender specifications will not be considered and will therefore not be included in the evaluations process.

2. DEFINITIONS

A number of terms are used hereunder that have specific meanings. Most are covered by the Winnie Madikizela-Mandela Local Municipal Dictionary of Interpretations. The following terms and interpretations relate specifically to this policy document.

- 2.1 “**Agent**”. A person mandated by another person (the “Principal”) to do business for and on behalf of, or to represent in a business transaction, the Principal, and thereby acquire rights for the Principal against the Municipality and incur obligations binding the Principal in favour of the Municipality.
- 2.2 “**Commissioning Department**” shall mean the Municipal Department that was responsible for determining the specifications, details, estimates and applicable preferential points of the tender in question or which may otherwise be regarded as being the department requiring the goods or services. In the event that a tender provides for the needs of more than one Department the Municipal Manager shall determine which Department is the Commissioning Department.
- 2.3 A “contractor” shall mean a person or an entity which is bound into an agreement with the Municipality to provide goods or services.
- 2.4 “**Disabled**”, in respect of a person. A permanent impairment of a physical, intellectual or sensory function which results in a restricted, or a lack of, ability to perform an activity in the manner or within the range considered normal for a human being.
- 2.5 An “**emerging business**” is one that enters into a contract with the Municipality less than five years after its date of origin which shall:
 - (a) in the case of a business registered as a company or close corporation, be the date of registration of that company or close corporation.
 - (b) in the case of sole proprietorships and partnerships, be the date that can be reasonably taken as the date the enterprise started operations.

Provided that if a shareholder or member or partner of the emerging business operated in the same line of business before the date of origin of the enterprise as determined in 2.5(a) or 2.5(b) above,

then the date of origin of that shareholder or member or partner shall be deemed to be that date or origin of the emerging business.

- 2.6 **"Historically Disadvantaged"**. The definition includes any person who is a Black person, female or a disabled person who, due to discriminatory legislation in the past, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution). Provided that a person who obtained South African citizenship after the Interim Constitution came into effect shall be deemed not to have been historically disadvantaged. Black persons include any person who would have been classified as Black, Indian or Coloured before 1994.
- 2.7 **"Municipality"** means the Local Municipality of Winnie Madikizela-Mandela.
- 2.8 **"SMME"** shall refer to a category of business enterprises with equivalent full-time staff complements of 200 persons or less. SMMEs are broken up into three sub groups as follows:
- (a) "Micro Enterprise". An enterprise with an equivalent full-time staff complement of five or less;
 - (b) "Small Enterprise". An enterprise with an equivalent full-time staff complement of more than 5 persons and not more than 50 persons; and
 - (c) "Medium Enterprise". An enterprise with an equivalent full-time staff complement of more than 50 persons and not more than 200 persons.
- 2.9 The term **"supplier"** shall mean any entity which is contracted to provide goods or services to the Municipality for a fee or at a cost. Suppliers shall include but not be limited to consultants, vendors, contractors and service providers. Their services shall include but not be limited to municipal services, consultancy services, any form of professional service, engineering and construction services.
- 2.10 A **"tenderer"** shall mean any natural person or juristic person or any other legal entity that submits a tender in response to a call for tenders by the Municipality.
- 2.11 **"Tender Fee"** means an amount of money required by the Municipality to be paid to it as a non-refundable fee by each and every tenderer in respect of each and every tender submitted to the Municipality by such tenderer.
- 2.12 **Disability:** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.13 **Small, Medium & Micro Enterprises (SMMEs):** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).
- 2.14 **Women Equity Ownership (WEO):** means the percentage of an enterprise or business owned by women or, in respect of a company, the percentage of a company shares that are owned by women, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

3. PRINCIPLES APPLIED BY THE MUNICIPALITY

- 3.1 The Winnie Madikizela-Mandela Local Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The

Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

- 3.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Winnie Madikizela-Mandela Local Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.
- 3.3 Furthermore, the Winnie Madikizela-Mandela Local Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

4. PREFERENTIAL PROCUREMENT SYSTEM

4.1 Provisions of the Preferential Points system

- 4.1.1 Preferential points will be allocated to each tenderer in respect of contracts estimated to amount to more than R50 000 000 as follows,
- (a) 10 points out of 100 points shall be allocated for aspects related to BBBEE status level
 - (b) Points shall be deducted in respect of all other acceptable tenders with higher prices. In accordance with the formula set out in Part 2 of the Regulations 2001 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 4.1.2 Preferential points will be allocated to each tenderer in respect of contracts estimated to amount equal to or above R30 000 and up to R50 000 000 or less as follows,
- (a) 20 points out of 100 points shall be allocated for aspects related to the BBBEE status level
 - (b) Points shall be deducted in respect of all other acceptable tenders with higher prices. In accordance with the formula set out in Part 2 of the Regulations 2001 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 4.1.3 Preferential Points shall be rounded off to two decimal places.
- 4.1.4 Only the qualifying tender with the highest number of points scored may be selected provided that the Municipality may, in exceptional circumstances and on reasonable and justifiable grounds, award a contract to a tender that did not score the highest number of points.
- 4.1.5 Where Tenders are called for the sale of Municipal assets the same system of Preferential Points shall be calculated except that the Highest Price and not the Lowest Price shall be the basis of the calculation.
- 4.1.6 Points scored for price shall be calculated after prices have been brought to a comparative basis.

4.2 Preferential Points

Up to **20** points (for financial values equal to or above R30 000 and up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.

BBBEE Contributor	Status Level	Number of Points (90/10 Principle)	Number of Points (80/20 Principle)
	1	10	20
	2	9	18
	3	8	16
	4	6	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
Non-Compliant Contributor		0	0

FORM N- Rates for Special Materials

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	Rate or Price for the Base Month

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

Notes to Tenderer:

1. When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed: Date:

Name: Position:

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

FORM O: 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 of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Activities Act of 2004;

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

.....

FORM P: BBBEE COMPLIANCE CERTIFICATE

Tenderers are required to attach an original or certified copy of their BBBEE compliance certificate on this page or in the case of a joint venture, a joint certificate for the individual firms making up the joint venture, should they wish to claim for scores for BBBEE Compliance.

FORM Q : Company Registration Documents

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

FORM R: Identity Documents of Stakeholders/Directors/Members

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

FORM S: MUNICIPALITY FORMS

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

Company registration documents.

ID documents of directors/owners/members/shareholders.

Original valid TAX/VAT certificate.

BBBEE Certificate / Letter of accreditation

Past experience (1) & (2)

Declarations.

Joint Venture agreement

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications

Value for money

Capability to execute the contract

PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY STANDARD FORM FOR TENDERS

TENDER NO: WMM LM 00097

Closing Date: 04 November 2022

Closing Time: 12h00

BIDDERS DETAILS

THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELL PHONE NUMBER	
FACSIMILE NUMBER	
SIGNATURE OF BIDDER / AUTHORISED REPRESENTATIVE	

MBD1



PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE EMAILED TO					
Tenders.scm@mbizana.gov.za					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		

TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

MBD 4

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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

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

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

.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

.....

.....

1.1.1

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish
particulars:.....
.....

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

Full Name	Identity Number	State Employee Number

2 CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....
.....

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

I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

RNM/ MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

FORM T: Declaration of Integrity

1. SA REVENUE SERVICE

An original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of this tenderer are in order, or that an arrangement acceptable to SARS has been made, must be attached to this tender.

2. REGIONAL SERVICES LEVIES AND REGIONAL ESTABLISHMENT LEVIES

Evidence that this tenderer is up-to-date in respect of liabilities to the Municipality regarding Regional Services Levies and Regional Establishment Levies must be attached to this tender.

3. DECLARATION OF INTEGRITY

I, the undersigned (Full Name)

Certify that no partner, director, trustee, shareholder or member of the tendering entity, or any other entity operating in partnership with the tendering entity is an unrehabilitated insolvent, nor has any partner, director, trustee, shareholder or member of the tendering entity, or any other entity operating in partnership with the tendering entity, during the past five years:

- been convicted of fraud;
- been found guilty of non-compliance with relevant business laws and regulations e.g. VAT Act, Companies Act etc, fronting, or cover-quoting;
- has ever defaulted with respect to the terms of a contract with any organ of state;
- been found guilty of providing false information in tender documents or in an application to be registered as an interested supplier;
- been found guilty of offering, promising or giving a bribe or other remuneration in a direct or indirect manner to the Presiding Officer or any member of the Tender Adjudication Committee or the Tender Award Committee or Executive Committee or Municipal Council, or any Official or employee of the Municipality, or their spouse, partners or business associates in connection with obtaining and executing a contract;

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

Witness 1:

Witness 2:

FORM U: TENDERS FINANCIAL STANDING

Tenderers are to attach a letter from their banks showing the financial ratings (A, B, C, D, E or F) ***for the value of the final tendered amount*** and 3 year audited financial statements as per the quality score rating and as regulated by Umuziwabantu SCM Policy.

FORM V: PROOF OF PAYMENT OF MUNICIPAL RATES

Tenderers are to attach certified copy of proof showing that Municipal rates (for the Municipalities where they reside) are up to date.

TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

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

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\begin{aligned} & \text{Minimum required content of such local labour (\%)} \\ = & \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})} \end{aligned}$$

The minimum required content of such local labour for this project shall be 1.6 %.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

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

2.1.2

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				
Tender Offer (excluding VAT)				
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				1.6 %
Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.				
Specified minimum local labour content				1.6 %

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE:.....

DATE:

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

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

PART C1: AGREEMENTS AND CONTRACT DATA

INDEX

PART C1: AGREEMENTS AND CONTRACT DATA	C2
C1.1 Form of Offer and Acceptance.....	C2
A: Offer.....	C2
B: Acceptance.....	C3
C: Schedule of Deviations.....	C4
D: Confirmation of Receipt.....	C6
PART C1.2 CONTRACT DATA	C7
C1.2.1 General Conditions of Contract.....	C7
C1.2.2 Contract Data Provided by Employer.....	C8
C1.2.3 Data Provided by the Contractor	C11
C1.3: PERFORMANCE OF GUARANTEE	C13
C1.4: DISCLOSURE STATEMENT.....	C17
C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	C18
C1.6: ADJUDICATION BOARD MEMBER AGREEMENT.....	C20

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

TENDER No.: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable 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 apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....
.....
..... Rand (in words);

R.....(in figures),

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

Signature:

Name: (in capitals)

Capacity:

Name of Tenderer (organisation):

Address:
.....
.....

Tel: Fax:

Witness:

Signature: Name:

Date:

CIDB Registration No:

B: 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.

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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*):

Address:

.....

Witness:

Signature: **Name:**

Date:

C: Schedule of Deviations

Notes:

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

Subject _____

Details _____

Subject _____

Details _____

Subject _____

Details _____

Subject _____

Details _____

Subject _____

Details _____

By the duly authorised representatives signing this agreement, 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 TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

D: Confirmation of Receipt

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

The(day)
of(month)
20.....(year)
at(place)

For the Contractor:

.....
Signature
.....
Name
.....
Capacity

Signature and Name of Witness:

.....
Signature
.....
Name

PART C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The General Conditions of Contract for Construction Works (3RD Edition 2015) published by the South African Institution of Civil Employer's Agenting, Private Bag X200, Halfway House, 1685 is applicable to this contract.

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

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

C1.2.2 Contract Data Provided by Employer

TENDER No: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

	Clause (GCC 2015)	
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	Winnie Madikizela-Mandela Local Municipality
Address of Employer	1.2.1.2	51 Winnie Madikizela-Mandela Street P O Box 12 BIZANA 4800 Telephone: 039 251 0230
Name of Employer's Agent	1.1.1.16	BMK Consulting Engineers
Address of the Employer's Agent	1.2.1.2	Office 218, 45 Richefond Circle Ridgeside Office Park, Umhlanga Email: pradheep@bmkgroup.co.za Tel: 031 566 1160 Fax: 031 566 1732
Pricing Strategy	1.1.1.26	Re-measurement Contract
CONTRACTOR'S GENERAL OBLIGATIONS	4. Clauses 4.1.1 and SCC 4.1.1	The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
TIME AND RELATED MATTERS	5.	Note to compiler: All the tabulated Contract Data for "Clauses 5.3.1 and 5.3.2" and "Clauses SCC 5.3.1 and SCC 5.3.2" as shown below must appear in every Open Tender document, irrespective of the estimated value of the Works.
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)

	Clause (GCC 2015)	
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date
Non-working Days	5.8.1	Sundays
Special Non working days	5.8.1	1. Public Holidays 2. The year-end break commencing on 16 December 2020 and ending on 06 January 2021
Penalty for Failing to Complete the Works	5.13.1	R1, 000.00 per calendar day
The Latent Defect Period	5.16.3	10 years
Contract Price Adjustment Schedule	6.8.2	x = 0,15 a = 0,20 b = 0,20 c = 0,50 d = 0,10 'L' shall be the "Weighted Average" index, P0141, Table A 'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal
Area for Producer Price Index		Mbizana
Base Month		Month before Closing of Tenders
Price Adjustments for Special Materials	6.8.3	Price adjustments for variations in the costs special materials are allowed
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of Required
Limit of Indemnity for Liability Insurance	8.6.1.3	R5, 000, 000.00 for each and every claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

	Clause (GCC 2015)	

F1.11 (Refer to Requirements of the Expanded Public Works Programme (EPWP))

Penalty applicable to any shortfall in the local labour content achieved

The specified minimum percentage of local labour content is **1.6 %**

SIGNATURE OF TENDERER:

DATE:

C1.2.3 Data Provided by the Contractor

	Clause	
Name of Contractor	1.1.1.9	.....
Address of Contractor (Physical and Postal)	1.2.1.2	...................................
Tel:		.....
Fax:		.....
Email:		.....
Time for Achieving Practical Completion:	1.1.1.14	..... Weeks
Security to be Provided by Contractor	6.2.1	Refer to Table Below
Type of Security		Contractor's Choice (Indicate "YES" or "NO")
<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		
Cash deposit of% of the Contract Sum		
Performance Guarantee of% of the Contract Sum		
Retention of% of the value of Works		
Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works		
Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works		
Price variation of special materials*	6.8.3	.....
Type of Special Material	Unit	Rate or Price*
Rate or price for base month of*	6.8.2	.....

Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.

*** *Delete inapplicable***

Signature:

Name of Signatory:

Date:

Name of Tenderer

C1.3: PERFORMANCE GUARANTEE

For use with the General Conditions of Contractor for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical Address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

"Site" means:

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

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

Amount in words:

.....

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

Amount in words:

.....

Type of Performance Guarantee:

"Expiry Date" means:

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited to the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in words

.....)

- 1.1.2 From the day following the date of the said interim payment certificate up to including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R

(Amount in words
.....)

2. FIXED PERFORMANCE GUARANTEE

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEE

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create suretyship;
- 3.1.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon

receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 3.3.1 the contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3, or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: DISCLOSURE STATEMENT

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Employer's Agent: (Name).....

Dear Sirs,

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

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

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

Should there be any deviation from the foregoing statements, details shall be given hereunder.

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

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

Name in full:

Signature:

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

CONTRACT No: (CONTRACT TITLE)

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

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

NOW THEREFORE the parties agree as follows:

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

CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus, signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus, signed at for and on behalf of the
EMPLOYER

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

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

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

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

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

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

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

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

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

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

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

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

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature :

Contractor's name :

Place :

Date :

Employer's signature :

Employer's name :

Place :

Date

Adjudication Board Member's signature :

Adjudication Board Member's name :

Place :

Date :

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14 day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

Notes to compiler:

The above amendments to Clauses 1.1.1.5, 5.3.1, 5.3.2 and 5.3.3 are necessitated by the implementation of the Construction Regulations 2014, as amended.

Compilers should note that the purpose of these amendments is to postpone the Commencement Date to some extent while the work permit is being obtained by the Employer from the Department of Labour. This will have the effect that time-related costs in terms of items such as item 13.01(c) in section 1300 of the COLTO standard specifications will not be paid needlessly during the entirety of the period, prior to the receipt of the work permit from the Department of Labour, when construction work on the site is not permitted in terms of the Construction Regulations 2014. Furthermore, these amendments will also help mitigate the effect of this waiting period on the time for achieving Practical Completion of the Works.

The compiler's attention is drawn to clause 3 of the Construction Regulations 2014 with regard to "Application for construction work permit", together with the amended implementation phasing in terms of the Government Notice, Department of Labour, of 07 July 2015 with regard to temporary exemptions granted with respect to clause 3:

- (xiii.) The Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts after 07 August 2015 and the works contract is of a value exceeding one hundred and thirty million rand (CIDB grading designation 9). Such application must be made at least 30 days before that work is to be carried out.*
- (xiv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 February 2017 and the works contract is of a value exceeding forty million rand (CIDB grading designation 8 or higher). Such application must be made at least 30 days before that work is to be carried out.*
- (xv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract is of a value exceeding thirteen million rand (CIDB grading designation 7 or higher). Such application must be made at least 30 days before that work is to be carried out.*

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

PART C2: PRICING DATA

INDEX

1	PART C2: PRICING DATA	PD 2
	C2.1. Pricing Instructions	PD 2
	C2.2. Schedule of Quantities	PD 4

3 PART C2: PRICING DATA

3.1 Pricing Instructions

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer has to complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at zero (0) or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

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

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

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

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

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

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

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

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

3.2 Schedule of Quantities

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description
1200	GENERAL REQUIREMENTS AND PROVISIONS
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL
1500	ACCOMMODATION OF TRAFFIC
1600	OVERHAUL
1700	CLEARING AND GRUBBING
1800	DAYWORKS
2100	DRAINS
2200	PREFABRICATED CULVERTS
3200	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS
3300	MASS EARTHWORKS
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL
5600	ROAD SIGNS
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
8100	TESTING MATERIALS AND WORKMANSHIP

Signed: Date:

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1200		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01		Relocation and protection of existing services				
		(a) Existing services to be relocated and or protected during construction	Prov sum	1,00	50 000,00	50 000,00
		(b) Handling cost in respect of sub item B12.01 (a)	%	50 000,00		
B12.02		Compensation for Community Liason Officer (CLO)	month	7,00	6000,00	42 000,00
B12.03		Accredited Training Programme				
		(a) Steering committee student in training	Prov sum	1,00	50 000,00	50 000,00
		(b) Handling Costs and Profit in respect of sub-item B12.03(a) above.	%	50 000,00		
B12.04		(a) Social Facilitation	Prov Sum	1	100 000,00	100 000,00
		(b) Handling Costs and Profit in respect of sub-item B12.04(a) above	%	100 000,00		
B12.05		Topographical Survey and Setting Out				
		(a) Survey On Site (including as built survey)	Prov sum	1,00	50 000,00	50 000,00
		(b) Handling Costs and Profit in respect of sub-item B12.05(a) above.	%	50 000,00		
B12.06		Health and Safety and Environmental Control (HSE) obligaton				
		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project HSE file, the HSE plan and any other HSE matters. Rate to include for risk assessment specific to the COVID-19 Epidemic and other adjustments to ensure compliance for the assignment	L/sum	1,00		
		(b) Fixed obligations for completing and checking the Project HSE file and handing over to the Client on completion of the works as well as COVID 19 related signage and information.	L/sum	1,00		
Total Carried Forward To Next Page						

Total Brought From Previous Forward						
Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1200		GENERAL REQUIREMENTS AND PROVISIONS				
		(c) Time related obligations for a fulltime health and safety officer to update and amend the risk assessments, safe work procedures, the project HSE file, the HSE plan and full compliance with all HSE matters also relating to COVID 19 during the construction of the works under the contract. Rate to include for face masks ,respiratory protection, surgical gloves, cleaning goggles,screenings for Employees with COVID-19Symptoms,introduction training for COVID 19 introduction training and non contact thermometers	month	7,00		
B12.06	LI	Construction Noticeboard				
		Supply, transport to site and erect contract signboards	No	2,00		
B12.07		Monitor of the Environmental Management Plan (EMP) by the Environmental Control Officer (ECO)				
		(a) Compliance with Environmental Management Specification	month	7,00		
		(b) Monitoring of the EMP by the ECO	month	7,00		
B12.07		Project Steering committee				
		(a) Remuneration/subsistence and travel of PSC	Prov sum	1,00	25 000,00	25 000,00
		(b) Handling costs and profit in respect to subitem B12.07 above	%	25 000,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1300		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01		<p>Contractor's general obligations</p> <p>The tendered rate shall include full compensation for the contractors charges in setting up and maintaining his organisation</p> <p>(a) Fixed obligations. Rate to include for facilities for Contractor including offices, storage sheds, workshops, laboratories, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications, setting out of Works, security and dealing with water, traffic and access. Made COVID-19 Safe. Other fixed-charge obligations for covid-19 include hand sanitiser, cleaning and detergents for cleaning everyday, daily logbook for covid 19 related issues, extra cleaning staff, waste management for covid-19, waste bins, transport to construction site safety for covid-19 and maintenance of a register for workers contacts.</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p>	<p>L/sum</p> <p>L/sum</p> <p>month</p>	<p>1,00</p> <p>1,00</p> <p>7,00</p>		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
B14.01		Office and laboratory accommodation				
		(a) Offices (interior floor space only)	m²	15.0		
		(e) Ablution units	No	3.0		
14.02		Office and laboratory furniture				
		(a) Chairs	No	2.0		
		(d) Desks, complete with drawers and locks	No	1.0		
		(e) Drawing tables	No	1.0		
		(f) Conference tables	No	1.0		
B14.03		Office and laboratory fittings Installations and equipment				
		(a) Items measured by number				
		(i) 220/250 volt power points	No	1.0		
		(ii) 400/231 volt 3-phase power points	No	1.0		
		(iii) Double 80 watt fluorescent light fittings complete with ballast and tubes	No	1.0		
		(iv) Double 55 watt fluorescent light fittings complete with ballast and tubes	No	1.0		
		(v) Single incandescent light fittings complete with 100 watt globes	No	1.0		
		(vi) Hand wash basins complete with taps and drains	No	1.0		
		(xi) Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	1.0		
Total Carried Forward To Next Page						

Total Brought Forward From Previous Page						
Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
		(xiv) General-purpose steel cupboards with shelves	No	1.0		
		(xvi) Bar Refrigerators Max 120l	No	1.0		
		(b) Prime-cost items and items paid for in a lump sum:				
		(i) Provision of telephone service, including the cost of calls in connection with contract administration and telephone rental	PC sum	1,0	3 000,00	3 000,00
		(ii) Handling costs and profit in respect of sub-subitem 14.03(b)(i) above	%	3 000,00		
		(c) items measured by area:				
		(viii) Notice boards as specified on the construction drawings	No	2.0		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1500		ACCOMMODATION OF TRAFFIC				
B15.01		Accommodating traffic and maintaining temporary deviations	km	3,95		
15,02		Earthworks for temporary deviations				
		(a) Shaping of temporary deviations	km	2,00		
		(b) Cut and borrow to fill	m ³	250,00		
15.03		Temporary traffic-control facilities				
	LI	(a) Flagmen	man-day	308,00		
	LI	(b) Portable STOP and GO-RY signs	No	2,00		
		(e) Road Signs TR- series . (1200 mm)	No	6,00		
		(f) Road signs, TW-series, (1200mm)	No	6,00		
		(h) Delineators (DTG50J) (1000 mm)				
		(1) Single	No	10,00		
		(j) Traffic cones (500 mm)	No	10,00		
B15.07		Blading by road grader	Km-pass	20,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1600		OVERHAUL				
16.02		Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)	m³-km	39 500,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1700		CLEARING AND GRUBBING				
B17.01		Clearing and grubbing	ha	2.37		
17.02		Removal and grubbing of large trees and tree stumps.				
		(a) Girth exceeding 1m and less than 2m	No	25,00		
B17.04a/d		Topsoil strip and stockpile				
		(a) Material in thickness of 200mm	m³	4 740,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
1800		DAYWORKS				
B18.01		Personnel during project working hours				
		(a) Unskilled labour	h	100,00		
		(b) Semi-skilled labour	h	70,00		
		(c) Skilled labour	h	40,00		
		(e) Foreman	h	40,00		
		(f) Surveyor	h	10,00		
B18.02		Plant:				
		(a) Truck as follows:				
		(i) Tip Truck 06 m³ capacity	h	20,00		
		(ii) Tip Truck 10 m³ capacity	h	20,00		
		(b) Tractor Loader Backhoe (TLB) : Model 70kW power	h	20,00		
		(c) Vibrating Roller (min. 8 ton)	h	20,00		
		(d) Grader 140 G	h	20,00		
		(e) Watercart : 500 l	h	20,00		
		(f) Track Excavator 125kW power	h	20,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
2100		DRAINS				
21.01		Excavation for open drains:				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1,5m	m³	18,00		
21.02		Clearing and shaping existing open drains	m³	50,00		
B21.01	LI	Construction of meadow drains	m	3 050,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
2200		PREFABRICATED CULVERTS				
22.01		Excavation				
		(a) Excavating soft material situated within the following depth ranges below the surface level:				
		(1) 0 m up to 1 m	m ³	100,00		
		(2) 1 m up to 2 m	m ³	150,00		
22.02		Backfilling:				
		(a) Using the excavated material	m ³	160,00		
		(b) Using imported selected material	m ³	50,00		
		(c) Using imported selected granular material	m ³	40,00		
22.03		Concrete pipe culverts:				
		(c) On class B bedding: Class 100D				
	LI	(1) 450mm dia. Type Spigot and Socket 100D	m	35,00		
		(1) 600mm dia. Type Spigot and Socket 100D	m	35,00		
		(1) 750mm dia. Type Spigot and Socket 100D	m	20,00		
		(1) 900mm dia. Type Spigot and Socket	m	10,00		
B22.17 (c)		Headwalls Structures				
		((a) Construction of masonry inlet structures complete with manhole cover and reinforced foundations including all sundries				
		(1) 450mm dia. Type Spigot and Socket 100D	No	2,00		
		(2) 600mm dia. Type Spigot and Socket 100D	No	3,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
2200		PREFABRICATED CULVERTS				
		(3) 750mm dia. Type Spigot and Socket 100D	No	2,00		
		(4) 900mm dia. Type Spigot and Socket 100D	No	1,00		
		(b) Construction of masonry outlet structures complete with reinforced foundations including all sundries				
		(1) 450mm dia. Type Spigot and Socket 100D	No	2,00		
		(2) 600mm dia. Type Spigot and Socket 100D	No	3,00		
		(3) 750mm dia. Type Spigot and Socket 100D	No	2,00		
		(4) 900mm dia. Type Spigot and Socket 100D	No	1,00		
22.05		Portal and rectangular culverts:				
	LI	(5) H 1200 x W 1200 mm Rectangular Box Culvert s per drawing	m	50,00		
22.07		Cast in situ concrete and formwork				
		(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	LI	(1) Class 30/19	m ³	20,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
3200		SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS				
32,06		Stockpiling of material	m ³	500,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
3300		MASS EARTHWORKS				
33.01		Cut and borrow to fill, including free-haul up to 1.0km				
		(a) Gravel material in compacted layer thickness of 200 mm and less:				
		(ii) Compacted to 93% of modified AASHTO density	m ³	10 000,00		
		(c) Rock fill	m ³	668,00		
	LI	(f) Bidim	m ²	2 016,00		
33.03		Extra over item 33.01 for excavating and breaking down material in:				
		(b) Hard excavation	m ³	668,00		
33.04		Cut to spoil, including free-haul up to 1,0 km. Material obtained from:				
		(a) Soft excavation	m ³	3 180,50		
		(c) Hard excavation	m ³	1 908,30		
		(e) Boulder excavation class B	m ³	1 272,20		
33.07		Removal of unsuitable material (including free-haul of 1.0 km):				
		(b) In layer thicknesses exceeding 200mm				
		(i) Stable material	m ³	250,00		
		(ii) Unstable material	m ³	200,00		
Total Carried Forward To Next Page						

Total Brought Forward From Previous Page						
Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
3300		MASS EARTHWORKS				
33.10		Roadbed preparation and the compaction of material				
		(a) Compaction to 90% of modified AASHTO density, including shaping, scarifying, mixing of in situ and imported material if required and preparing and compacting the material as specified	m ³	4 740,00		
33.13		Finishing-off cut and fill slopes, medians and interchange areas:				
		(a) Cut slopes	m ²	1 500,00		
		(b) Fill slopes	m ²	1 500,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
3400		PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01		Pavement layers constructed from commercial source				
		(a) Gravel layerworks compacted to:				
		(i) 93% of modified AASHTO density (150 mm G7)	m ³	2 250,00		
		(ii) 95% of modified AASHTO density (150 mm G5)	m ³	2 340,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
5600		ROAD SIGNS				
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi matt black or Class I retro-reflective material, where the sign board is constructed from:				
		(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
	LI	(i) Area not exceeding 2 m ²	m ²	30,00		
56.03		Road sign supports (overhead road sign structures excluded):				
		(c) Timber				
	LI	(i) 100 mm dia. type CCA treated timber	m	50,00		
56.05	LI	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	4,00		
B56.10		Danger plates t culverts and/ or structures				
	LI	(a) Up to 1m ²	No	32,00		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
5900		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01		Finishing the road and road reserve:				
		(b) Single carriageway road	km	3.95		
Total Carried Forward To Summary						

Number	Lic	Item Description	Unit	Quantity	Rate	Amount R
8100		TESTING MATERIALS AND WORKMANSHIP				
81.02		Other special tests requested by the engineer	Prov sum	1,00	35 000,00	35 000,00
		(b) Handling cost and profit on repsect of sub item 81.02 above	%	35 000,00		
Total Carried Forward To Summary						

SUMMARY OF SECTIONS

Section	Description	Amount
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
3200	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
SUBTOTAL 1		
Add 10% CONTENGENCIES		
SUBTOTAL 2		
Add 15% VAT		
TOTAL		

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No: WMM LM 00097

CONSTRUCTION OF TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

PART C3: SCOPE OF WORKS

Table of Contents

C3. Scope of work	SW2
C3.1 Standard Specifications	SW2
C3.2 Project Specifications	SW3
PART A: GENERAL	SW4
PART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS	SW8
SECTION 1200:GENERAL REQUIREMENTS AND PROVISIONS.....	SW9
SECTION 1300:CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	SW16
SECTION 1500:ACCOMMODATION OF TRAFFIC	SW17
SECTION 1600:OVERHAUL	SW23
SECTION 1700:CLEARING AND GRUBBING	SW24
SECTION B1800:DAYWORKS.....	SW25
SECTION 2100:DRAINS.....	SW27
SECTION 2300:CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS.....	SW28
SECTION 3300:MASS EARTHWORKS	SW29
SECTION 3400:PAVEMENT LAYERS OF GRAVEL MATERIAL	SW30
SECTION 5600:ROAD SIGNS	SW32
SECTION 5900:FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	SW34
SECTION 8100 TESTING MATERIALS AND WORKMANSHIP.....	SW35
 PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	SW36
PART D: DAYWORKS	SW42
PART C: OCCUPATIONAL HEALTH AND SAFETY ACT.....	SW45
PART C: EXPANDED PUBLIC WORKS PROGRAM.....	SW55

C3. Scope of work

C3.1 Standard Specifications

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

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of COLTO shall form part of this Contract:

Section	1200	General Requirements and Provisions
Section	1300	Contractor's Establishment on Site and General Obligations
Section	1400	Housing, offices and laboratories for the engineer's site personnel
Section	1500	Accommodation of Traffic
Section	1600	Overhaul
Section	1700	Clearing and Grubbing
Section	2100	Drains
Section	2200	Prefabricated Culverts
Section	2300	Concrete Kerbing, Concrete Channeling, Chutes and Downpipes and Concrete Linings for Open Drains
Section	3200	Selecting stockpiling and breaking down the material from borrow pits ,cuttings and existing pavement layers and placing and compacting the gravel layers
Section	3300	Mass Earthworks
Section	3400	Pavement Layers of Gravel Material
Section	5600	Road Signs
Section	5900	Finishig the Road Reserve and Treating Old Roads
Section	8100	Testing Material and Workmanship

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

- Part 1: General Engineering and Construction Works; and
- Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2 Project Specifications

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

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

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

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

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

PART A: GENERAL

1 DESCRIPTION OF WORKS

1.1 Location of the Works

This road is situated in Ward 09, within the jurisdiction of Winnie Madikizela-Mandela Local Municipality which forms part of Alfred Nzo District Municipality in the Eastern Cape Province. The service provider will construct the access road as per the specification shown in the BOQ.

1.2 Overview of the Works

This description is a broad outline of the Contract of works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

The service provider will construct the gravel access road for the duration stated in the contract. The project entails the construction of a gravel access road, site establishment, 150 mm road bed layer, installing of storm water pipes, 150 mm wearing course, construction of headwalls and cleaning the site after completion. Drawings will be made available for any of the structures that will require construction.

1.3 Extent of the Works

The scope of the works will include the following:

- (a) Contractor's establishment on site: The establishment of the contract's organisation, camp and constructional plant on site and their removal on completion of the contract.
- (b) 150mm road bed layer and 150mm wearing course.
- (c) Accommodation of traffic: traffic control and accommodation of traffic including the erection, removal and reuse of temporary road signs and where necessary, the construction and maintenance of deviations.
- (d) The construction of storm water drainage facilities, and road signage
- (e) The installation of speed control measures

1.4 Material sources, spoil and stockpile areas

The design pavement structure is as follows:

Layer	Description	Treatment	Construction Density	TRH 14 Code	Thickness (mm)
Wearing Coarse Layer	Natural Gravel		95% MOD AASHTO	G7	150 mm
Subbase	Natural Gravel		93% MOD AASHTO	G10	150 mm
Total					300 mm

1.5 Accommodation of traffic

The road network under construction may be situated within a residential area and access for residents of this area will be available at all times. The general public will be accommodated with half width construction and diverted on other alternate routes where possible. Road closures will only be permitted through written approval from the Winnie Madikizela-Mandela Local Municipality.

1.6 Existing services

Refer to Section C4.3.

1.7 Environment

The Contractor's attention is called to clause B1230 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification.

1.8 Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with Community Liaison Officer (CLO) who shall assist the Contractor with the recruitment of local labour to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

1.9 Maintenance of the works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 3rd Edition and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Completion.

1.10 Testing of materials

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

1.11 Power supply and other services

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

1.12 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.13 Contractor's campsite

Possible locations for a campsite shall be pointed out at the site hand-over meeting.

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

1.14 Additional requirements for construction activities

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

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

2. DRAWINGS

The reduced drawings that form part of the Tender documents shall be used for Tender purposes only.

The Contractor shall be supplied with three complete sets of unreduced paper plots of the construction drawings. These prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued.

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

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

3. CONSTRUCTION AND MANAGEMENT REQUIREMENTS

3.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

3.2 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the construction site.

3.3 Management meetings

Site meetings will be held on a monthly basis at a time and place to be agreed upon.

3.4 Daily records

The Contractor shall keep a site diary book, which is to be kept on site at all times. Both the Contractor and the Engineer's Representative on site will sign the site diary every day.

The following to be recorded in the site diary:

- (a) daily records of labour and plant return employed on site

- (b) the work performed on the site
- (c) weather conditions
- (d) materials on site
- (e) delays

3.5 Payment certificates

The full back-up documentation such as measurement sheets signed by both the Contractor and the Engineer to substantiate the claims in payment certificate, shall accompany the payment certificate claim for the Employer to expedite verification and certification.

PART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

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

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

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1201 SERVICES

Delete and replace the words:

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with “Clause 5.6 of the General Conditions of Contract for construction works 2015, 3rd edition”.

B1204 PROGRAMME OF WORK

A bar chart programme shall be provided showing the various activities and clearly defined critical path. The programme shall be updated monthly in accordance with the progress made by the Contractor and submitted to the Engineer’s representative two days before the following site meeting.

In drawing up this programme, the Contractor shall make allowance for the following:

- (i) All special non-working days defined in the contract document
- (ii) Use of local labour and training requirements
- (iii) Accommodation of traffic.

Add the following new subclause:

“(c) General requirements

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of the work completed per activity against the original programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of demand”

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

B1209 PAYMENT

- (b) Rates to be inclusive

In the 3rd line, after the word “quantities”, insert “together with the payment of VAT as a separate item,”

Amend subclause (e) Materials on site by deleting and replacing the words:

“Clause 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6.10 of the General Conditions of Contract for construction works 2015, 3rd edition.

Add the following subclause:

“(g) Trade Names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials.”

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

“Clause 54 of the general conditions of contract” in the fourth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works 2015 3rd edition.

Add the following paragraph:

“In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor.”

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d) (ii):

“This is also required with respect to fences, gates, campsites, bypasses and material spoiled on private property.”

Add the following to the last paragraph of subclause (d):

“These written statements, as required in Clause 1214 (b) – (e) shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer.”

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the first paragraph with the following:

“Extension of time in terms of Clause 42 of the general conditions of contract for construction works 2015 Third edition in respect of abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Add the following to Method (ii) (Critical-path Method):

The number of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision (“n”), is given in Table B1215/1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table B1215/1 will qualify for consideration of extension of time.

TABLE 1215/1: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF NORMAL RAINFALL
JANUARY	3
FEBRUARY	3
MARCH	3
APRIL	2
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	2
NOVEMBER	3
DECEMBER	3
TOTAL	25

If no abnormal rainfall or other inclement weather period occurs during a specific calendar month(s), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions the days will fall away and will not be considered in extension of time claims which may arise later during the contract period.

During the execution of the works, the Engineer’s representative will certify a day lost due to abnormal rainfall and adverse weather conditions if no work was possible on the relevant working day (based on a five day working week) on any item which is on the critical path according to the latest approved construction programme.”

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

Delete and replace the words in the first paragraph:

“Clause 35 of the general conditions of contract” in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015 third edition.

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

B1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

B1230 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances is allowed.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or

permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.

- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorized disposal facilities.
- (g) Control of invader species of plants.
- (h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01 but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

B1231 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 as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

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

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

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

B1235 MEASUREMENT AND PAYMENT

Item

Unit

B12.01 Relocation and Protection of Existing Services:

- a) Provisional sum for existing services to be relocated and /or protected during construction provisional sum

- b) Handling costs and profit in respect of sub-item B12.01(a) above percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.01(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services.

Item **Unit**

B12.02 Compensation for Community Liaison Officer (CLO):

- a) Provision for community liaison officer Month

The tender rate per month shall include full provision for under taking task listed below

1. To keep the Project Steering Committee (PSC) and the community informed on the progress of the project;
2. To keep the Contractor informed on relevant Community affairs and possible grievances;
3. To manage the recruitment of workers and/or local subcontractors;
4. To assist the Contractor's supervisory staff in the management of the workers;
5. To coordinate the relocation of informal dwellings, including liaising with the local nominated subcontractors who will be responsible for relocating the informal dwellings; and
6. To certify that each approved beneficiary has completely been relocated to their respective allocated sites.

Item **Unit**

B12.03 Accredited Training Programme

- a) Steering Committee student training Prov Sum
- b) Handling Costs and Profit in respect of sub-item B13.03 (a) Percentage %

A provisional sum is provided for the cost of Student in Training which will be the salary of the recruited student by the Municipality for the duration of the contract.

B12.04 Topographical Survey and Setting Out:

- a) Provisional sum for ongoing survey on site (including as built survey) Prov Sum
- (b) Handling costs and profit in respect of sub-item B12.04(a) above Percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.04(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision for topo. Survey and setting out.

Item **Unit**

B12.05 Health and Safety and Environmental Control (HSE) obligations:

- (a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project HSE file, the HSE plan and any other HSE matters. Rate to include for risk assessment specific to the COVID-19 Epidemic and other adjustments to ensure compliance for the assignment
lump sum (Sum)
- (b) Fixed obligations for completing and checking the Project HSE file and handing over to the Client on completion of the works as well as COVID 19 related signage and information.
lump sum
(Sum)
- (c) Time related obligations for a fulltime health and safety officer to update and amend the risk assessments, safe work procedures, the project HSE file, the HSE plan and full compliance with all HSE matters also relating to COVID 19 during the construction of the works under the contract. Rate to include for face masks, respiratory protection, surgical gloves, cleaning goggles, screenings for Employees with COVID-19 Symptoms, introduction training for COVID 19 introduction training and non-contact thermometers.
month

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

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

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

Item	Unit
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B12.06 Construction Nameboard

Supply, Erect and maintain Construction Name Board	No
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the cost provided shall cover full compensation for supplying, erect and maintenance of construction name boards for the duration of the contract.

B12.07 Project Steering Committee:

- | | |
|---|----------------|
| a) Remuneration/ subsistence and travel of PSC | Prov Sum |
| b) Handling costs and profit in respect of sub-item B12.07(a) above | Percentage (%) |

"A provisional sum is included to allow for the "stipend" of person(s) working full time as the members of the Project Steering Committee (PSC) for the duration of the construction on this Contract".

A separate item for overheads, charges and profit on the above item is applicable.

SECTION 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1301 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities

Add the following to this clause:

"The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours.

The contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item 13.01.

The contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The contractor's offices, laboratory and stores and engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The contractor shall provide security guards from a reputable security company for protection of the engineer's offices and laboratory. The security guards must be provided with a two-way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item 13.01.

The contractor shall provide at each work site at least one portable chemical latrine unit per 10 workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. The contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

Add the following to item B13.01:

"Item

Unit

"The combined total tendered for subitems B13.01 (a), (b) and (c) shall not exceed 15% of the tendered sum, excluding VAT.

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following:

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

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

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

B1502 GENERAL REQUIREMENTS

(b) Providing Temporary Deviations

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

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

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

No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) Traffic Safety Officer

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

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

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

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

Identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and

shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

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

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

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

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

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

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken-down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of

public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

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

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) Access to work area

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

(m) Extension of time for completion

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

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

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

It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

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

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following:

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

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

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

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

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply with the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelization devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

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

(e) **Warning devices**

Add to Sub-clause 1503(e) the following:

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

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

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

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

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

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

Add the following New Sub-clauses to Clause 1503:

(g) **Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) **Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The

jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with three jackets. No separate payment will be made for the jackets.

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

Add to Clause 1511 the following:

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

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

Amend Clause 1513 as follows:

In the third line of the third paragraph, delete "4 km" and replace with "1 km".

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) **Overhaul material**

Add to Sub-clause 1602(a) the following:

Overhaul is not measured separately for payment for materials obtained from commercial sources.

(b) **Overhaul**

Delete Sub-clause 1602(b) and replace with

On this Contract, ordinary overhaul only will apply. Ordinary overhaul shall apply to all overhaul material in respect of haul in excess of 1.0 km. Overhaul shall be measured by the product of the volume of the material hauled, measured as specified, and the overhaul distance as defined in Clause 1602(e) of the standard specifications.

(d) **Free-haul distance**

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 1,0 km in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Add to Clause 1603 the following:

Item 16.01 will not apply for this contract and the rates for materials hauled for all distances less than 1km shall be deemed to be included in the tendered rates.

SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Item

Unit

17.01 Clearing and grubbing

hectare (ha)

Add the following to the end of the first paragraph of item 17.01:

“Only clearing and grubbing necessarily required for road works and structural works within the road reserve shall be measured for payment. Payment for clearing and grubbing for the construction of campsites shall be regarded as being included in the rates tendered for item 13.01 for the contractor’s general obligations, and shall not be measured separately.”

SECTION B1800: DAYWORKS**B1801 SCOPE**

This section covers the listing of daywork items in accordance with the general conditions of contract, for the use of determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

B1802 ORDERING OF DAYWORK

No dayworks shall be undertaken unless written authorization has been obtained from the Engineer. Payment for dayworks without written approval from the Engineer will not be considered.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour	hour (hr)
(b) Semi-skilled labour (Charge hand)	hour (hr)
(c) Skilled labour (Artisan)	hour (hr)
(d) Foreman	hour (hr)
(e) Surveyor	hour (hr)
B18.02 Plant	
(a) Trucks	
(i) Tip Truck 6m ³	hour (hr)
(ii) Tip Truck 10m ³	hour (hr)
(b) TLB tractor fitted with backactor and loader	
(i) Model 70 kW power	hour (hr)
(c) Vibrating Roller (Min. 8t)	hour (hr)
(d) Grader 140 G min 88 kW	hour (hr)
(e) Water cart (500 l)	hour (hr)
(f) Track Excavator 125 kW Power	hour (hr)

(g) Concrete mixer: 0.3 m³

hour (hr)

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Prior to the commencement of any work by the labourers described under items B18.01, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of "unskilled", semi-skilled" and "skilled" labourers.

The tendered rates for labour for items B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid. The rates shall be for the working hours of this contract.

SECTION 2100: DRAINS

B2101 SCOPE

Amend the first paragraph to read:

“This section covers all work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer’s Agent or the Employer’s Agent’s representative, and the test flushing of subsoil drains.”

Add after the third paragraph:

“It includes the clearing and cleaning of streams and river beds of any debris materials both upstream and downstream of culverts and causeways that have the potential for damming up of water or clogging the inlet or outlet structures.”

B2102 OPEN DRAINS

Amend the second paragraph under (c) to read:

“Care shall be taken to avoid excavation below the required grades for the open drains and any excavation carried beyond the required grade shall be backfilled with suitable material and compacted to at least 90% of modified AASHTO density in open areas, and to densities that match the layer works compaction densities in road reserves, by the contractor at his own expense.”

B2102 MEASUREMENT AND PAYMENT

Add the following payment item:

“Item	Unit
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B21.01 Construction of side drains (Mitre drains):	
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The unit of measurement shall be the metre run of side drainr, the quantity of which shall be calculated in accordance with the authorized dimensions of the compacted layer.

The tendered rate shall include full compensation for procuring, as if from soft excavation or pits, breaking down, placing and compacting the material, including transporting the material for a distance (free haul) and its removal and disposal of up to 5% by volume of oversize material, and the protection and maintenance of the drains during construction and the conducting of control tests, all as specified.

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

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channeling

Add to sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in-situ in accordance with sub-clause 2304(e).

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

(e) Cast in-situ kerbs and channels

Add to sub-clause 2304(e) the following:

Where new kerbing and channeling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the insitu channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess over break, undermining or staining shall be repaired by the Contractor at his own expense.

(i) Shrinkage joints for cast in-situ concrete work

Unless otherwise shown on the drawings, cast in-situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Section of channel which has been cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channel shall be rounded with a rounding tool.

SECTION 3300: MASS EARTHWORKS

B3301 CUT AND BORROW TO FILL, INCLUDING FREE-HAUL UP TO 1.0 km

Add the following sub-clause after the first paragraph

For sub item (c) material from commercial sources shall be used for the construction of fills.

The tender rate shall also include for full compensation for all transport cost and no overhaul shall be paid.

B3304 CUT TO SPOIL, INCLUDING FREE HAUL UP TO 1.0 km

Add the following at the end of this subclause:

Spoil site for spoiled material to be sourced by the contractor. Overhaul will be paid for a maximum of 5.0 km from project area. Any spoil site further than the respective distance above (5.0 km) will be to the contractors account.

B3306 CUT AND BORROW

(d) Selection

Add the following at the end of this subclause:

"The contractor shall make all reasonable endeavours to diligently select and/or reserve all G7 and G9 materials in the cuts, and if necessary, borrow, for deployment in the earthworks and gravel wearing course layer.

The Engineer reserves the right to alter the Contractor's programme and method of operation to achieve this objective."

B3307 REMOVAL OF UNSUITABLE MATERIAL (INCLUDING FREE HAUL OF 1.0 km)

Add the following at the end of this subclause:

Spoil site for spoiled material to be sourced by the contractor. Overhaul will be paid for a maximum of 5.0 km from project area. Any spoil site further than the respective distance above (5.0 km) will be to the contractors account.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall be as per the construction drawings and project specifications:

Wearing Course	150 mm G7 or better natural gravel from commercial sources.
Subbase Layer	200 mm G10 in-situ material ripped and recompactd.

All layers shall comply with the requirements of Tables 3402/1, 3402/2 of the Standard Specification.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Wearing Course	95% of modified AASHTO density
Subbase	93% of modified AASHTO density

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas.

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Add the following payment item:

“Item	Unit
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B 34.14 Pavement layers constructed from commercial sources:

(a) Gravel layer works compacted to:

(i) 93% of modified AASHTO density (200 mm G10) (m³)

(ii) 95% of modified AASHTO density 150 mm (G7) (m³)

The unit of measurement shall be the cubic metre of compacted pavement layer, the quantity of which shall be calculated in accordance with the authorized dimensions of the compacted layer.

The tendered rate shall include full compensation for procuring, as if from soft excavation or pits, breaking down, placing and compacting the material, including transporting the material for a distance (free haul) and its removal and disposal of up to 5% by volume of oversize material, and the protection and maintenance of the layer and the conducting of control tests, all as specified.

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities

SECTION 5600: ROAD SIGNS

B5601 SCOPE

Replace the contents of this clause with the following:

“This section covers the erection of permanent road signs alongside and over the carriageway, at intersections and at locations indicated or directed by the Engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following:

“The Contractor shall ensure that the sign boards supplied from the manufacturers are correct in all aspects.”

Add the following new subclauses:

(h) Chromadek Sections

“Chromadek sections shall be assembled in accordance with the details of the standard plans.

Where joints are approved by the Engineer, they shall be constructed in accordance with the details shown on the standard plans and shall be covered on the rear face after assembly with a 20mm wide PVC corrosion protection tape. The PVC tape shall be covered by a 60mm wide self-adhesive aluminum backed strip such as “Bostik Dit-Sit” or approved equivalent, all as indicated on the standard plans.

Retro-reflective material shall be applied to the section as specified for aluminum sections in Clause 5603(d) of the standard specifications, with the following additional equipment:

Where the letters or legends cross the horizontal joints of the sign panels the lettering or legend shall be cut along the joint and trimmed just short of the 3mm radius bend on the section.

(i) Fastening details

All fastening details to join the sign sections, to edge the assembled sign panel and to fasten the completed panel on to the supports shall be constructed in accordance with the details shown on the standard plans.”

B5605 STORAGE AND HANDLING

Add the following:

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

- (a) Drilling of holes
- (b) Application of any form of adhesive
- (c) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective materials, and
- (d) Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(d) Field welding

Replace the content of this clause with the following:

“No field welding shall be allowed during the erection of any road signs”

(e) Time of erection

Replace the content of this clause with the following:

“Road signs shall be erected during and without disrupting the normal free flow of traffic.”

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

B5901 SCOPE

In the first line of the second paragraph, insert the following after 'this section'

"...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section....."

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new subclause:

“(a) New Construction”

Replace the sixth paragraph with:

"All materials resulting from the finishing operations shall be disposed of at approved spoil sites."

Add the following:

“(b) Renewal Construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, top soiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites."

SECTION 8100 TESTING MATERIALS AND WORKMANSHIP

B8111 TESTS ON PAVEMENTS

B8111 (b) Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture

Add to sub-clause 8111(b) the following:

The Contractor shall perform surface irregularity tests on base course by means of a 3, 0 m straight-edge with the necessary wedge as described in Clause 8111 (b), and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Engineer during acceptance control testing.

B8117 MEASUREMENT AND PAYMENT

Item 81.03 Providing testing equipment

Add the following additional subitem:

Item	Unit
B81.03 (b) Core drill	(No)

C3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C1. SCOPE

The Employer recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes 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 2015 as the Defects Notification Period (maintenance period).

C2. ENVIRONMENTAL MANAGEMENT PLAN

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - (i) Minimise disturbance of the natural environment,
 - (ii) Prevent pollution of land, air and water,
 - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

The Contractor is responsible for the implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer's Agent relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer's Agent for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer's Agent.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

C4. TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter or email),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken, and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident, and
- Actions taken and by whom.

C6. SITE CLEANLINESS AND NEATNESS

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1,8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C7. ACCESS

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C8. BORROW PITS

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Mineral Resources (DMR) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DMR and DWS.

C9. DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C10. FAUNA

- Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

C11. FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C12. GRAVE SITES

- Grave sites in close proximity to the road must not be disturbed during construction.

C13. MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C14. NOISE

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C15. POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C16. RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.

- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C17. SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C18. SOIL MANAGEMENT

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C19. WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C20. TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C21. VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.

Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during

- construction must be replaced with indigenous vegetation after construction has been completed.

C22. WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container(s) should be treated as per clause C13 and C18.

C23. MEASUREMENT AND PAYMENT

The contractor shall make provision in the various rates and prices for all costs related to the environmental management specification and measures required in terms of legislation. Provision is made in item B13.02 of the Bill of Quantities for the contractor's general obligations, risks and liabilities in accordance with the environmental management specification.

C3.3 PARTICULAR SPECIFICATIONS

PART D: DAYWORK

PART D: DAYWORK

D1.SCOPE

This part deals with the provision for daywork in the Bill of Quantities. Rates for daywork shall be entered in the Bill of Quantities in accordance with the following specifications.

D2. DAYWORK RATES

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

D3.TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

D4.MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D5. CONSTRUCTION EQUIPMENT

Where daywork is ordered, the tendered rates for construction equipment in Section D of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction

equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

D6.SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

D7.MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

C3.3 PARTICULAR SPECIFICATIONS

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

E2.1 "Construction Health and Safety Agent" (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

E2.2 "Contractor" where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as **"principal contractor"** as defined in the Construction Regulations 2014. **"Contractor"** and **"principal contractor"** are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

E2.3 "Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** are therefore interchangeable and shall be read in the context of the relevant document.

E2.4 "Employer's Agent" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.

E3. EMPLOYER'S BASELINE RISK ASSESSMENT

E3.1 Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in

preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E3.2 Baseline risk assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a).

E3.3 Guidelines for construction and maintenance projects under Covid-19 Lockdown

The Employer has prepared guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for road construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government.

The guidelines have been included as Annexure A at the end of this Project Document.

E4. APPLICATION FOR CONSTRUCTION WORK PERMIT

Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.

A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

E5. NOTIFICATION OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E6. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E7.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E7.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E7.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E8. APPOINTMENT OF SAFETY PERSONNEL

E8.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E8.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

E8.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

E8.4 Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E8.5 Health and safety committee

In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E8.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with all requirements of the Construction Regulations.

E9. RECORDS AND REGISTERS

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the

Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

E10. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E11. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Health and safety plan

The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administering the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site. Provision is made for the costs of preparing and implementing the health and safety plan in item B13.03 of the Bill of Quantities.

(b) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E8.1 to E8.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for which no separate additional payment will be made except to the extent provided in item B13.03 of the Bill of Quantities.

(c) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E9 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.03 of the Bill of Quantities.

(d) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates, and for which no

separate additional payment will be made except to the extent provided in item B13.03 of the Bill of Quantities.

ANNEXURE 2

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
.....
- (b) Name and telephone number of principal contractor's contact person:
.....
2. Principal contractor's compensation registration number:
.....
3. (a) Name and postal address of client:
.....
.....
- (b) Name and telephone number of client's contact person or agent:
.....
4. (a) Name and postal address of designer(s) for the project:
.....
.....
- (b) Name and telephone number of designer's(s') contact person(s):
.....
.....
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
.....
6. Name(s) of principal contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):
.....
.....
.....

ANNEXURE 2 - Continued

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

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

8. Nature of the construction work:

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

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already selected:

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

.....
Principal Contractor

.....
Date

.....
Client's Agent (where applicable)

.....
Date

.....
Client

.....
Date

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

C3.3 PARTICULAR SPECIFICATIONS

PART F: EXPANDED PUBLIC WORKS PROGRAMME

PART F: EXPANDED PUBLIC WORKS PROGRAMME

F1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

F2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F2.1 Labour-intensive construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the bill of quantities in the manner described in C2.1 Pricing Assumptions.

Contractors shall note that they shall employ in labour-intensive works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F4 of this Part F.

F2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

F2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labor-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labor-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most-needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

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

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

F2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

F2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- (i) per task (for task-rated workers); or
- (ii) per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

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

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

F2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

F2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;

- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - (i) Protective overalls (two sets), green in colour, with EPWP branding;
 - (ii) Lime green reflective safety vest with EPWP branding;
 - (iii) Protective footwear; and
 - (iv) Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:
 - (i) Protective headwear, green in colour, with EPWP branding;
 - (ii) Protective eyewear such as spectacles and goggles;
 - (iii) Protective face shields;
 - (iv) Protective earplugs and earmuffs;
 - (v) Respiratory masks;
 - (vi) Disposable safety apparel;
 - (vii) Kidney belts;
 - (viii) Safety harnesses; and
 - (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or

- (iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

F2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in chapter 1.3 of the bill of quantities for this purpose.

F2.10 Payment matters relating to the EPWP work

F2.10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F2.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the bill of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of construction equipment to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

F2.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E₀ is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

F3. NATIONAL YOUTH SERVICE (NYS)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

F3.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

F3.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F2.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

F3.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

F3.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

F3.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F3.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F2.5 above.

F3.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

A compulsory 10-day life skills training must be provided before commencement of classroom training on NYS. This type of training must be provided by a NYDA accredited service provider as per the National Youth Service Framework from the National Department of Public Works.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F5 below).

F3.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F3.9 Apparel and tools for NYS workers

The content of clause F2.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and

- (e) separate payment items have been provided in Part F of the bill of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

F3.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in chapter 1.3 of the bill of quantities for this purpose.

F3.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F4.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F4.2 below.

F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this Part F of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

F4.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

F4.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this Part F of section 3.3.
- (b) Summary of monthly attendance.

F4.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

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

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

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

- (f) Training information.

F4.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

F5. PROVISION OF STRUCTURED TRAINING

F5.1 Scope of structured training

In order to avoid duplication of training facilities, the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be provided utilising the training facility measured and paid for in accordance with the requirements of this Part F: Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;

- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

F5.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

F5.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employee, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

F5.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

F5.4.1 Generic skills training

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

F5.4.2 Entrepreneurial skills training

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saga.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

F5.4.3 Construction skills training

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

F5.4.4 Training programme

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent (or the approval of the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable), and the Contractor shall, if so instructed by the Employer's Agent or the PMT, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;

- (b) the provision of a suitable secure venue, complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

F5.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training 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.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- (i) name of the Contractor;
- (ii) name of the project / contract;
- (iii) name of the employee;

- (iv) nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- (v) nature and extent of training provided to the EPWP participant; and
- (vi) dates of service.

F5.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with Chapter 1.4 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part E or Part F of the Particular Specifications.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

F6. MEASUREMENT AND PAYMENT

Item	Unit
F6.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility	lump sum (Sum)

The tendered lump sum for subitem F6.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item	Unit
F6.02 Training of learners employed by the contractor or by the Targeted Enterprise subcontractors:	
(a) Generic skills:	
(i) Training costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F6.02(a)(i)	percentage (%)
(b) Entrepreneurial skills:	
(i) Training costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F6.02(b)(i)	percentage (%)
(c) Construction skills:	
(i) Training costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F6.02(c)(i)	percentage (%)
(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i) Transportation and accommodation costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F6.02(d)(i)	percentage (%)

Expenditure under subitems F6.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems F6.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems F6.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems F6.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems F6.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the

training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem F6.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem F6.01.

The tendered percentage for subitem F6.02(d)(ii) is the percentage of the amount actually spent under subitem F6.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Item	Unit
F6.03 Payments associated with the NYS programme:	
(a) Employment of NYS workers provisional sum (Prov sum)	
(b) Provision of tools and apparel for the NYS workers provisional sum (Prov sum)	
(c) Handling costs and profit in respect of subitems F6.03(a) and (b) percentage (%)	
(d) Training of NYS workers:	
(i) Provision of training for NYS workers provisional sum (Prov sum)	
(ii) Handling costs and profit in respect of subitem F6.03(d)(i) percentage (%)	
(e) Liaison with the Employer's project manager and the training service provider:	
(i) Liaison conducted by the Construction Manager hour (h)	
(ii) Liaison conducted by the senior site foreman..... hour (h)	

The provisional sums provided under subitems F6.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem F6.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem F6.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems F6.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum provided under subitem F6.03(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and

their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem F6.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem F6.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems F6.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task <i>(Specifier to select correct rate)</i>		

Special Conditions

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal. 	<p>Payment</p> <ul style="list-style-type: none"> a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service**1. Introduction**

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

1.2. In this document –

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

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

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

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily task rate, if the worker works for less than four hours;
 - b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

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

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

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

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

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

16. Health and Safety

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

17. Compensation for Injuries and Diseases

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

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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SECTION 4A: SITE ESTABLISHMENT AND PRELIMINARY ACTIVITIES

4A.1 Access to Site	Sound environmental principles must be followed whilst establishing access to the site. As much as possible, use should be made of the existing roads instead of creating new ones.	A.1.1 Routing												
		a) The contractor must take into account any limitations identified and recommendations made during the environmental duties when deciding on an access route to construction site.	Engineer (E)/ Environmental Control Officer (ECO) E	Prior to moving onto site.										
		b) The location of all underground services and servitudes must be identified and confirmed.		Prior to moving onto site.										
		c) Choice of access routes should take into account minimum disturbance to residents and businesses neighbouring the site.	Engineer (E)/ Environmental Control Officer (ECO)	Prior to moving onto site										
		A.1.2 Haulage Roads												
		a) All roads for construction access must be planned and approved by the Engineer and ECO ahead of construction activities. They should not be created on an ad-hoc basis.	N/A Use Existing access roads	N/A										
		b) Roads must follow natural contours to reduce stormwater erosion.	N/A	N/A										
		c) Roads must have as little cut and fill as possible.	N/A	N/A										
		d) Road widths and the radii of curves are to be reduced.	N/A	N/A										
		e) No trees/shrubs/groundwater may be removed or vegetation stripped without the prior permission of the Engineer/ECO.	E	Prior to moving onto site.										
		f) Agreed turning areas for haulage vehicles are to be formalized and used by the Contractor. No turning maneuvers other than at the designated places shall be permitted.	E/ECO	During construction period										
		g) Contractors shall construct formal drainage on all temporary haulage roads in the form of side drains and mitre drains to prevent erosion and point source discharge of run-off.	E	Prior to moving onto site.										
		h) Scour check walls must be constructed in the side drains as follows:	N/A	N/A										
		<table><tr><td>Gradient of Road</td><td>Scour Check Spacing</td></tr><tr><td><4%</td><td>Not required</td></tr><tr><td>5%</td><td>20m</td></tr><tr><td>8%</td><td>10m</td></tr><tr><td>10%</td><td>5m</td></tr></table>	Gradient of Road	Scour Check Spacing	<4%	Not required	5%	20m	8%	10m	10%	5m		
		Gradient of Road	Scour Check Spacing											
<4%	Not required													
5%	20m													
8%	10m													
10%	5m													
i) Scour checks can be constructed from rocks available onsite or using driven wooden pegs. Smaller rocks must be placed on the invert of side drain upstream and downstream of the scour checks.	E	N/A												
j) Haulage roads must allow for the natural flow of water		N/A												
k) All stream/rivers crossing and temporary bridges shall be built to the Engineer's approval.	N/A	N/A												
A.1.3 Survey Points		Monitor	Frequency											

	a) Roads or trails that are cut to provide temporary access for survey work must be minimized.	N/A	N/A
	b) Marking of survey points must be done with the Engineer's approval.	N/A	N/A
	c) Vegetation clearing must be kept to a minimum during survey operations	N/A	N/A
4A.2. Setting up	A.2.1 Layout		
Construction Camp	a) Choice of site for the Contractor's camp requires the Engineer's permission and must take into account location of local residents and /or ecologically sensitive areas, including flood zones and slip/unstable zones. A site plan must be submitted to the Engineer for approval.	E/ECO	During surveys and preliminary investigations and prior to moving onto side.
Careful planning of the construction camp can ensure that time and costs associated with environmental management and rehabilitation are reduced	b) The construction camp may not be situated on a floodplain or on slopes greater than 1:3.	E/ECO	During surveys and preliminary investigations.
	c) If the Contactor chooses to locate the campsite on private land, he must get prior written permission from both the Engineer and the landowner.	E	During surveys and preliminary investigations.
	d) In most cases, on-site accommodation will not be required. The construction camp can thus be comprised of: <ul style="list-style-type: none"> - Site office - Ablution facilities - Designated first aid areas - Eating areas - Staff lockers and showers (where water and waterborne are available) - Storage areas - Batching plant (if required) - Refueling areas (if required) - Maintenance areas (if required) - Crushers (if required) 	E	During site setup
	e) Cut and fill must be avoided where possible during the set up of the construction camp.	E	During site setup.
	f) The size of the construction camp should be minimized (especially where natural vegetation or grassland has had to be cleared for its construction).	E/ECO	During site setup.
	g) Adequate parking must be provided for site staff and visitors.	E	During site setup.
	h) The constructor must attend to drainage of the campsite to avoid standing water/or sheet erosion.	ECO	On a weekly basis.
	A.2.2 Ablutions	T1.	
	a) Temporary chemical toilets must be provided by a company that has been approved by the Engineer. The toilets must be available for all site staff, both at the campsite, and on the site agreed by the Engineer. Toilets should be no closer than 50m from any of the two natural watercourses.	ECO	During site setup.
	b) The construction of "long drop" toilets is forbidden.	ECO Monitor ECO	Ongoing Frequency Ongoing.
	c) Under no circumstances may open areas or the surrounding bush used as a toilet facility.		

	<p>A.2.3 Provision for Camp Waste Disposal</p> <p>a) Bins and / or skips shall be provided at convenient intervals for disposal of waste within the construction camp.</p> <p>b) Bins should have liner bags for efficient control and safe disposal of waste.</p> <p>c) Recycling and the provision of separate waste receptacles for different types of waste should be encouraged.</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>During site set-up and ongoing.</p> <p>Ongoing.</p> <p>During site set-up and ongoing.</p>
<p>4A.3. Establishing Storage Access</p> <p>Storage areas can be hazardous, unsightly and can cause environmental pollution if not designed and managed carefully.</p>	<p>A.3.1 General Substances and Materials</p> <p>a) Choice of location for storage areas must take into account prevailing winds, distance to water bodies and general on-site topography.</p> <p>b) Storage areas must be designated, demarcated and fenced if necessary.</p> <p>c) Storage areas should be secure so as to minimize the risk of crime. They should also be safe from access by children/animal etc.</p> <p>d) Fire prevention facilities must be present at all storage facilities.</p> <p>e) If electrical equipment for substations is stored on site a firebreak will be around the storage area.</p> <p>f) Burning of fire breaks is to be carefully planned and managed with the assistance of the nearest Fire Department</p> <p>A.3.2 Hazardous Substances and Materials</p> <p>a) Definition of hazardous substances/materials are those that are potentially: poisonous, flammable, carcinogenic or toxic.</p> <p>b) Some examples of hazardous substances/materials:</p> <ul style="list-style-type: none"> - Diesel, petroleum oil, bituminous products - Cement - Solvent based paints - Lubricants - Explosives - Drilling fluids - Pesticides, herbicides - LPG <p>c) Material Safety Data Sheets (MSDSs) shall be readily available on site for all chemicals and hazardous substances to be used on site. Where possible and available. MSDSs should additionally include information on ecological impacts and measures to minimize negative environment impacts during accidental release or escapes.</p> <p>d) Hazardous storage and refueling areas must be bunded with an impermeable liner to protect groundwater quality. The</p>	<p>Monitor</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>N/A</p> <p>N/A</p> <p>T2.</p> <p>E/ECO</p> <p>Monitor E/ECO</p>	<p>Frequency</p> <p>During site set-up.</p> <p>During site set-up.</p> <p>During site set-up.</p> <p>During site set-up.</p> <p>N/A</p> <p>N/A</p> <p>T3.</p> <p>Ongoing</p> <p>Frequency During site set-up.</p>

	<p>Contractor shall submit a method statement to the Engineer for approval.</p> <p>e) Fuel tanks must meet relevant specifications and be elevated so that leaks may be easily detected.</p> <p>f) Storage areas containing hazardous substances/ materials must be clearly signed.</p> <p>g) It is very important that the proximity of houses, schools etc is taken into account when deciding on storage areas for hazardous substances.</p> <p>h) Residents living adjacent to the construction site must be notified of the existence of the hazardous storage area.</p> <p>i) Staff dealing with these materials/substances must be aware of their potential impacts and follow the appropriate safety measures.</p> <p>j) Contractors shall submit a method statement and plans for the storage of hazardous materials and emergency procedures.</p>	<p>E</p> <p>ECO</p> <p>E</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>During site set-up.</p> <p>During site set-up.</p> <p>During surveys and preliminary investigations.</p> <p>When moving onto site or as the relevant materials arrive onsite. During staff induction and ongoing as necessary.</p> <p>Prior to establishment of storage area.</p>
<p>4A.4. Materials Management Sourcing</p> <p>Materials must be sourced in a legal and sustainable way to prevent off-site environmental degradation.</p>	<p>A.4.1 Sources of Materials</p> <p>a) Contractors shall prepare a source statement indicating the sources of all material (including topsoil, sands, natural gravel, crushed stone, asphalt, clay liners etc), and submit these to the Engineer for approval prior to commencement of any work.</p> <p>b) Where possible, a signed document from the supplier of natural materials should be obtained confirming that they have been obtained in a sustainable manner and in compliance with relevant legislation.</p> <p>c) Where materials are borrowed (mined), proof must be provided of authorization to utilize these materials from the landowner /mineral rights owner and the Department of Mineral and Energy.</p>	<p>Monitor</p> <p>E/ECO</p> <p>ECO</p> <p>T4.</p> <p>ECO</p>	<p>Frequency</p> <p>On award of contract</p> <p>On receipt of natural materials.</p> <p>On receipt of borrowed materials.</p>
<p>4A.5 Education of Site Staff on General an Environmental Conduct</p> <p>These points need to be made clear to all staff on site before the project begins.</p>	<p>A.5.1 Environmental Education and Awareness</p> <p>Ensure that all site personnel have a basic level of environmental awareness training. The Contractor must submit a proposal for this training to the ECO for approval. Topics covered include:</p> <ul style="list-style-type: none"> - What is meant by "environment". - Why the environment needs to be protected and conserved. - How construction activities can impact on the environment. - What can be done to mitigate against such impacts. - Awareness of emergency and spills response 	<p>Monitor</p> <p>ECO</p>	<p>Frequency</p> <p>During staff induction and ongoing.</p> <p>Frequency</p>

	provisions.		
	- Social responsibility during construction e.g. being considerate to local residents		
	It is the Contractor's responsibility to provide the site foreman with no less than 1 hour's environmental training and to ensure that the foreman has sufficient understanding to pass this information onto the construction staff.	ECO	Prior to moving onto site.
	a) Translators are to be used where necessary.	ECO	Ongoing.
	b) The Engineer/ environmental control officer should be on hand to explain more difficult/ technical issues and to answer questions.	ECO	Ongoing.
	c) The use of pictures and real-life examples is encouraged as these tend to be more easily remembered.	ECO	Ongoing.
	d) Use should be made of environmental awareness posters on site.	ECO	Ongoing.
	e) Construction workers should be made aware that they are not to make excessive noise (e.g. Shouting / hooting) when site is near commercial residential areas.	ECO	During staff induction, followed by ongoing monitoring.
	f) The need for a "clean site" policy also needs to be explained to the construction workers.	ECO	Induction, ongoing monitoring.
		T5.	T6.
	<u>A.5.2 Workers Conduct on Site</u>		
	A general regard to the social and ecological well-being of the site and adjacent areas is expected of the site staff. Workers need to be made aware of the following general rules:	ECO	
	a) No alcohol/drugs to be present on site.		During staff induction, followed by ongoing monitoring.
	b) No firearms allowed onsite or in vehicles transporting staff to/ from site, (unless used by security personnel).		
	c) Prevent excessive noise.		
	d) Prevent unsocial behaviour.		
	e) Bringing pets onto the site is forbidden.		
	f) No harvesting of firewood from the site or from the areas adjacent to it.		
	g) Construction staff are to make use of the facilities provided for them, as opposed to ad-hoc alternatives. (e.g. fires for cooking; the use of surroundings bush as a toilet facility are forbidden).		
	h) Trespassing on private /commercial properties adjoining the site is forbidden.		
	i) Driving under the influence of alcohol is prohibited.		
	j) Other than pre-approved security staff, no workers shall be		

	permitted to live on site.		
4A.6. Dust/ AIR Pollution Establishment of the camp site, and related temporary works can reduce air quality	a) Vehicles traveling along the access roads must adhere to speed limits to avoid creating excessive dust. b) Camp construction / haulage road construction – areas that have been stripped of vegetation must be dampened periodically to avoid excessive dust. c) The Contractor must make alternative arrangements (other than fires) for cooking and /or heating requirements. LPG gas cookers may be used provided that all safety regulations are followed.	Monitor ECO ECO E	Frequency Ongoing. Ongoing- more frequently during dry and wind conditions. Ongoing.
4A.7. Soil Erosion The description of vegetation during preliminary activities on site greatly increases the risk of erosion.	a) The time that stripped areas are left open to exposure should be minimized wherever possible. Care should be taken to ensure that lead times are not excessive. b) Wind screening and stormwater control should be undertaken to prevent soil loss from the site. c) Procedures that are in place to conserve topsoil during the construction phase of the project are to be applied to the set-up phase i.e. topsoil is to be conserved while providing access to the site and setting up the camp.	Monitor E E ECO	Frequency During surveys and preliminary investigations. During site set-up. During site set-up.
4A.8. Stormwater Serious financial and environmental impacts can be caused by unmanaged stormwater	a) To prevent stormwater damage, the increase on stormwater run-off resulting from construction activities must be estimated and the drainage system assessed accordingly. A drainage plan must be submitted to the Engineer for approval and must include the location and design criteria of any temporary stream crossing (sitting and return period etc.) b) During site establishment, stormwater culverts and drains are to be located and covered with metal grids to prevent blockages if deemed necessary by the Engineer. (e.g. due to demolition work). c) Temporary cut off drains and berms may be required to capture stormwater and promote infiltration.	E E ECO	During surveys and preliminary investigations. During site set-up. During site set-up.
4A.9. Water Quality Incorrect disposal of substances and materials and polluted run-off can have serious negative affects on groundwater quality.	a) Storage areas that contain hazardous substances must be bunded with an approved impermeable liner. b) Spills in bunded areas must be cleaned up, removed and disposed of safely from the bunded area as soon after detection as possible to minimize pollution risk and reduced bunding capacity. c) A designated, bunded area is to be set aside for vehicles washing and maintenance. Materials caught in this bunded area must be disposed of to a suitable waste site or as directed by the Engineer. d) Provision should be made during site set up for all polluted runoff to be treated to the Engineer's approval before discharged into the stormwater system (This will be required for the duration of the project).	Monitor E E/ECO E/ECO E/ECO	Frequency During site set-up. During site set-up and as often as possible on an ongoing basis. During site set-up. During site set-up, to be monitored weekly.
	A.10.1 Fauna and Flora	Monitor	Frequency

<p>4A.10. <i>Conservation of the Natural Environment</i></p> <p><i>The wetland and Indigenous forest in the project area require particular attention</i></p>	<p>a) No indigenous vegetation/trees may be cleared/removed without prior permission from the ECO.</p> <p>b) The forest and wetland in the area need to be protected. The ECO must mark limits around the forest and wetland before the Contractor any work in the vicinity of the forest.</p> <p>c) Care must be taken to avoid the introduction of alien plant species to the site and surrounding areas. (Particular attention must be paid to imported material).</p> <p>d) Disturbance to birds, animals and reptiles and their habitats should be minimized wherever possible.</p> <p>A.10.2 Sensitive Habitats</p> <p>A thirty-meter buffer zone (or a suitable width) from the edges of the wetland should be determined by a wetland ecologist and demarcated by the contractor. No development activity is to occur within the buffer zone. Temporary bonnox type fencing should be used and should be moved in phases as the construction progresses from one area to the next.</p>	<p>N/A</p> <p>E/ECO</p> <p>ECO</p> <p>E/ECO</p> <p>N/A</p>	<p>N/A.</p> <p>During site set-up.</p> <p>Ongoing in campsite, haulage areas.</p> <p>During surveys and preliminary investigations and ongoing.</p> <p>N/A`.</p>
<p>4A.11. Set up of Waste Management Procedures</p>	<p>a) The excavation and use of rubbish pits on site is forbidden.</p> <p>b) Burning of waste is forbidden.</p> <p>c) A fenced area must be allocated for waste sorting an disposal.</p> <p>d) Individual skips for different types of waste (e.g. "household" type refuse, building rubble, etc) should be provided.</p>	<p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Ongoing.</p> <p>Ongoing.</p> <p>During site set-up.</p> <p>During site set-up.</p>
<p>4A.12. SOCIAL</p> <p>impacts – Visual & Noise</p> <p>It is important to take notice of the needs and wishes of those living or working adjacent to the site. Failure to do say can cause disruption to work and increase costs in the form of delays.</p>	<p>A.12.1 Public Participation</p> <p>a) During the set-up phase of the project, the Contractor needs to make contact with those people that are Interested or Affected by the development (I&AP's).</p> <p>b) These people will usually have been identified by the environmental consultant that was assigned to the project. If this wasn't the case, the I&AP's can be identified as those who either:</p> <ul style="list-style-type: none"> - Live close to the site - Work close by to the site - Will have their services /infrastructure affected by the project - Have a general interest in the project - The Councilor for the ward in which the construction is taking place <p>A.12.2. Noise Impact</p> <p>a) Construction vehicles are to be fitted with standard silencers prior to the beginning of construction.</p> <p>b) Equipment that is fitted with noise reduction facilities (e.g. Side flaps, silencers etc) will be sued as per operating instructions and maintained properly during site operations.</p> <p>A.12.3 Visual Impacts</p>	<p>Monitor</p> <p>E</p> <p>ECO</p> <p>ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Prior to moving onto site.</p> <p>Prior to moving onto site</p> <p>Prior to moving onto site.</p> <p>Ongoing.</p>

	a) Storage facilities, elevated tanks and other temporary structures onsite should be located such that they have as little impact on local residents as possible.	E/ECO	During surveys and preliminary investigations and site set-up.
	b) In areas where the visual environment is particularly important (e.g. along commercial/ tourism routes), the site may require screening in the form of shade cloth or other suitable materials prior to the beginning of construction.	E/ECO	During surveys and preliminary investigations and site set-up.
	c) Special attention should be given to the screening of highly reflective materials on site.	ECO	During site set-up.
4A.13. Cultural Environment	Prior to the commencement of construction, all staff need to know what possible archaeological or historical objects of value may look like, and to notify the Engineer / Contractor should such an item be uncovered	ECO	During site set-up and ongoing.

4A.14. Security and Safety		Monitor	Frequency
	A.14.1 Fencing		
	a) Securing the site in order to reduce the opportunity of criminal activity in the locality of the construction site.	E	During site set-up.
	b) The sites should be fenced and manned to control the access of people.	E	During site set-up.
	c) Potentially hazardous areas such as trenches are to be demarcated and clearly marked.	ECO	During site set-up.
	A.14.2 Lighting		
	Lighting on site is to be set out to provide maximum security and to enable easier policing of the site, without creating a visual nuisance to local resident or businesses.	E/ECO	Ongoing.
	A.14.3 Risks Associated with Material on Site		
	a) Material stockpiles or stacks, such as, pipes must be stable and well secured to avoid collapse and possible injury to site/ local residents.	ECO	Ongoing.
	b) Flammable materials should be stored as far as possible from adjacent residents/b businesses.		Ongoing.
	c) Firefighting equipment should be present onsite at all times as per OHSA.	ECO	Ongoing.
	d) Obstruction to drivers' line of site due to stockpiles and stacked materials must be avoided, especially at intersections and sharp corners.	ECO	Ongoing.
	e) No materials are to be stored in unstable or high-risk areas such as in floodplains or on steep slopes.	ECO	24hrs prior to the activity in question
	f) All I&AP's should be notified in advance of any known potential risks associated with the construction site and the activities on it.	ECO	
		ECO	

	<p>Examples of these are:</p> <ul style="list-style-type: none"> - Stinging of power lines - Blasting - Earthworks/earthmoving machinery on steep slopes above houses/infrastructure - Risk to residences along haulage roads/ access routes 		
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SECITON 4B: MANAGEMENT OF CONSTRUCTION ACTIVITIES AND WORKFORCE

4B.1. Access to Site	B.1.1 Haulage Roads	Monitor	Frequency
	a) Contactors shall ensure that all side an mitre drains and scour check walls on access and haul roads are functioning properly and are well maintained.	E	Weekly and after heavy rains
	B.1.2 Maintenance of Access		
	a) Contractor should ensure that access roads are maintained in good condition by attending to potholes, corrugations and stormwater damage as soon as these develop.	E	Weekly inspection.
	b) If necessary, staff must be employed to clean surfaced roads adjacent to construction sites where materials have been split.	ECO	When necessary.
	c) Unnecessary compaction of soils by heavy vehicles must be avoided; construction vehicles must be restricted to demarcated access, haulage routes and turning areas.	ECO	Ongoing.
	d) Cognisance of vehicles weight/ dimensions must be taken when using access constructed out of certain materials. E.g. paved surface/ cobbler entranceways.	E	Ongoing.
4B.2. Maintenance of Construction Camp	B.2.1 Surfaces	Monitor	Frequency
	a) The Contractor must monitor and manage drainage of the camp site. To avoid soil erosion.	E	Ongoing.
	b) Run-off from the campsite must not discharge into neighbours' properties.	E	Ongoing.
	B.2.2 Ablution		
	a) Chemical toilets are to be maintained in a clean state and should be moved to ensure that they adequately service the work areas.	ECO	Weekly inspection.
	b) The Contractor is to ensure that open areas or the surrounding bush are not being used as a toilet facility.	ECO	Weekly inspection.
	B.2.3 Camp Waste Disposal		
	a) The Contractor shall ensure that all litter is collected from the work and camp areas daily.	ECO	Ongoing.
	b) Bins and/or skips should be emptied regularly and waste should be disposed of at a registered landfill site. Waybills for all such disposals are to be kept by the Contractor for review by the Engineer /ECO.	ECO	Weekly.
	c) A registered chemical waste company is to be used to remove waste from chemical toilet on site.	ECO	Ongoing.

	<p>B.2.4 Eating Areas</p> <p>a) Eating areas should be regularly serviced and cleaned to ensure the highest possible standards of hygiene and cleanliness.</p> <p>b) All litter throughout the site should be picked up and placed in the bins provided.</p> <p>B.2.5 Housekeeping</p> <p>a) The Contractor shall ensure that his camp and working areas are kept clean and tidy at all times</p>	<p>Monitor</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p>	<p>Frequency</p> <p>Daily</p> <p>Daily.</p> <p>Weekly monitoring</p>
4B.3. Staff Conduct	<p>B.3.1 Environmental Education and Awareness</p> <p>a) The Contractor must monitor the performance of construction workers to ensure that the points relayed during their induction have been properly understood and are being followed. If necessary, the ECO and /or a translator should be called to the site to further explain aspects of environmental or social behaviour that are unclear.</p> <p>B.3.2 Worker Conduct on Site</p> <p>a) The rules explained in the worker conduct section (see section A.5.2 of this EMP), must be followed at all times.</p>	<p>Monitor</p> <p>E/ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Ongoing monitoring.</p> <p>Ongoing.</p>
<p>4B.4. Dust/ Air Pollution</p> <p>Main causes of air pollution are dust from vehicle movements and stockpiles, vehicle emissions and fires</p>	<p>a) Vehicles traveling to and from the construction site must adhere to speed limits so as to avoid producing excessive dust.</p> <p>b) A speed limit of 30km/hr must be adhered to on all dirt roads.</p> <p>c) Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions to avoid excessive dust.</p> <p>d) Where dust is unavoidable in residential or commercial areas, screening will be required utilizing wooden supports and shade cloth.</p> <p>e) Vehicles and machinery are to be kept in good working order and to, meet manufactured specification for safety, fuel consumption etc.</p> <p>f) Should excessive emissions be observed, the Contractor is to have the equipments seen to as soon as possible.</p> <p>g) No fires are allowed on site except for burning of firebreak.</p> <p>h) Stockpiles may cause dust and so must be managed in by the guidelines in Materials Management in section B.9.1</p>	<p>Monitor</p> <p>E</p> <p>E</p> <p>E</p> <p>ECO</p> <p>E</p> <p>E</p> <p>E</p>	<p>Frequency</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>As directed by Engineer.</p> <p>Ongoing.</p> <p>As directed by the Engineer.</p> <p>Ongoing</p> <p>Ongoing.</p>
4B. 5 Soil Erosion	<p>B.5.1 Topsoil Stripping and Stockpiling</p> <p>Once an area has been cleared of vegetation, the top layer (nominally 150mm) of soil should be removed and stockpiled in a designated area.</p> <p>B.5.2 Exposed Surfaces</p> <p>The full length of the works shall not be stripped of vegetation prior to</p>	<p>Monitor</p> <p>ECO</p>	<p>Frequency</p> <p>Ongoing.</p>

	commencing other activities. The time that stripped areas are exposed shall be minimized wherever possible.	E/ECO	Ongoing.
	a) Top-soiling and revegetation shall commence immediately after the completion of an activity and at an agreed distance behind any particular work front.	ECO	As each activity is completed.
	b) Stormwater control (See B6) and wind screening should be undertaken to prevent soil loss from the site.	E	Ongoing.
	c) Side tipping of spoil and excavated materials shall not be permitted – all spoil material shall be disposed of as directed by the Engineer.	E	Ongoing.
	d) Battering of all banks shall be such that cut and fill embankments are no steeper than previous natural slopes unless otherwise permitted by the Engineer. Cut and fill embankments steeper than previous ground levels shall be re-vegetated immediately on completion of trimming or shall be protected against erosion using bioengineered stabilization measures. Deep-rooted vegetation such as Vetiver grass is effective to stabilize steeper embankments,	ECO	As the cut and fill activity is completed.
	e) All embankments, unless otherwise directed by the Engineer, shall be protected by an off drain to prevent from cascading down the face the embankment and causing erosion.	Monitor E	Frequency Immediately after the creating of the embankment/ stripping of vegetation.

4B.6. Stormwater	B.6.1 General <u>Principles</u> :	Monitor	Frequency
Measures in this section are aimed at reducing the erosive potential of stormwater	a) The Contractor shall not in any way modify nor damage the banks or bed of streams, rivers, wetlands, other open water bodies and drainage lines adjacent to or within the designated area, unless required as part of the construction project specification. Where such disturbance is unavoidable, modification of water bodies should be kept to a minimum in terms of: <ul style="list-style-type: none"> - Removal of riparian vegetation - Opening up of the stream channel 	ECO	Ongoing.
	b) Earth, stone and rubble is to be properly disposed of so as not to obstruct natural water pathways over the site. i.e.: these materials must not be placed in stormwater channels, drainage lines or rivers.	E	Monitoring throughout the duration of the project.
	c) There should be a periodic checking of the site's drainage system to ensure that the water flow is unobstructed.	E/ECO	Monthly checking
	d) The use of high velocity stormwater pipelines should be avoided in favor of open, high friction, semi-permeable channels wherever feasible	E/ECO	As directed by Engineer
	e) A number of smaller stormwater outfall points should be constructed rather than a few large outfall points.	E/ECO	As directed by Engineer
	f) Stormwater outfalls should be designed to reduce flow velocity and avoid stream-bank and soil erosion.	E/ECO	

	<p>B.6.2 Stormwater <u>Detention Ponds</u></p> <p>a) Detention ponds should be vegetated either with wetland vegetation or grass from the Revegetation Specification. The detention ponds must not block the water flow, but should encourage spreading of the flow over wider areas to reduce velocity and encouraged infiltration.</p> <p>b) Peak stormwater discharge from the site/area should not be increased with development of the site/area. Stormwater should be detained on site through the use of stormwater detention ponds wherever possible. A series of detention ponds may be required where flow volumes are high.</p> <p>B6.3 Unchanneled <u>Flow</u></p> <p>a) During construction unchanneled flow must be controlled to avoid erosion. Where large areas of soil are left exposed, rows of straw/hay or bundles of cut vegetation should be dug into the soil in contours to slow surface wash and capture eroded soil. The spacing between rows will be dependant on slope.</p> <p>b) Where surface run-off is contracted (e.g. along exposed roadways/tracks), flow should be slowed by contouring with hay bales or bundled vegetation generated during site clearance operation. If the area must be used for construction vehicles, berms may be used instead. The berms must at least 30cm high and well compacted. The berms should channel concentrated flow into detention ponds or areas protected with hay bales for flow reduction and sediments capture.</p>	<p>Monitor</p> <p>ECO</p> <p>E/ECO</p> <p>E/ECO</p> <p>Monitor</p> <p>E/ECO</p>	<p>Frequency</p> <p>On completion of detention ponds</p> <p>As directed by Engineer and ongoing monitoring</p> <p>As surfaces become exposed</p> <p>Frequency</p> <p>Ongoing</p>
<p>4B.7. Water Quality</p> <p>Soil erosion and sediment is detrimental to water quality. Mismanagement of polluted run-off from vehicle and plant washing and wind dispersal of dry materials into rivers and watercourses are detrimental to water quality.</p>	<p>a) Mixing /decanting of all chemicals and hazardous substances must take place either on a tray or on an impermeable surface. Waste fro these should then be disposed of to a suitable waste site.</p> <p>b) Every effort should be made to ensure that any chemicals or hazardous substances do not contaminate the soil or ground water on site.</p> <p>c) Care must be taken to ensure that run-off from vehicle or plant washing does not enter the groundwater. Wash water must be passed through a three-chamber SOG trap prior to being discharged as effluent to a regular municipal sewer.</p> <p>d) Site staff not be permitted to use any stream, river, other open water body or natural water source adjacent to or within the designated site for the construction or related activities. Municipal water (or another source approved by the Engineer) should instead be used for all activities such as washing of equipment or disposal of any type of waste, dust suppression, concrete mixing, compacting etc.</p> <p>e) Emergency contact numbers in should be listed and openly displayed in order to speedily deal with spillages and contamination of aquatic environments should it occur.</p>	<p>Monitor</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p>	<p>Frequency</p> <p>Regular monitoring.</p> <p>Regular monitoring.</p> <p>Regular monitoring</p> <p>Regular monitoring.</p> <p>As the need arises</p>

4B.8. Conservation of Natural Environment The patch of forests specifically identified in the EMP should be avoided altogether. The buffer needs to be upheld at all cost.	<u>B.8.1 Fauna and Flora</u> As the work front progresses the Contractor is to check that any vegetation clearing has the prior permission of the ECO. a) Only trees that have NOT been marked beforehand are to be removed. b) Gathering of firewood, fruit, medicinal plants, crops, or any other natural material on site or in areas adjacent to the site is prohibited. c) The hunting of birds and animals on site and in surrounding areas is forbidden. d) Snares and traps on site and in surrounding areas are forbidden. e) Immediate revegetation of stripped areas and removal of aliens by weeding must take place. This significantly reduces the amount of time and money that must be spent on alien plant management during rehabilitation. f) Alien vegetation encroachment onto the site as a result of construction activities must be controlled during construction.	Monitor E N/A ECO ECO ECO ECO	Frequency Ongoing. N/A Ongoing. Ongoing. Ongoing Ongoing. Twice – monthly monitoring.
	g) Where possible, cleared indigenous vegetation should be kept in a nursery for use at a later stage in the rehabilitation process.	N/A	N/A
4B.9. Materials Management	<u>B.9.1 Stockpile Management</u> a) Stockpiles should not be situated such that they obstruct natural water pathways. b) Stockpiles should not exceed 2m in height unless otherwise permitted by the Engineer. c) If stockpiles are exposed to windy conditions or heavy rain, they should be covered either by vegetation or cloth, depending on the duration of the project. Stockpiles may further be protected by the construction of berms or low brick walls around their bases. d) Stockpiles should be kept clear of weeds and alien vegetation growth by regular weeding.	Monitor E/ECO E ECO ECO	Frequency Location as directed by the Engineer. As this becomes necessary. Monthly monitoring
	9.2 Handling of Hazardous Materials a) All concrete mixing must take place on a designated, impermeable surface. b) No vehicles transporting concrete to the site may be washed on site. c) No vehicles transporting, placing or compacting asphalt or any other bituminous product may be washed on site. d) Lime and other powders must not be mixed during excessively windy conditions.	ECO ECO ECO ECO	Ongoing monitoring. Ongoing monitoring. Monthly

	<p>e) All substances required for vehicle maintenance and repair must be in sealed containers until they can be disposed or /removed from the site.</p> <p>f) Hazardous substances / materials are to be transported in sealed containers or bags.</p> <p>g) Spraying of herbicides/ pesticides should not take place under windy conditions and must comply with OHSA specs and other chemical handling laws</p> <p>h) The emergency numbers should be consulted should any accident /spillages of hazardous substances and /or materials take place. The Contractor is to outline a method statement for the dealing of accidents /spillages of hazardous materials. This statement must be handed to the Engineer as well as to DWAF should the incident occur near to a body of water.</p>	<p>ECO</p> <p>E/ECO</p> <p>ECO</p> <p>ECO</p>	<p>Ongoing monitoring.</p> <p>Ongoing monitoring.</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring</p>
<p>4B.10. Waste Management</p> <p>Definition: "Refuse" refers to all construction waste (such as rubble, asphalt milling, cement, bags, waste cement, timber, cans, other containers, wire and nails) household and office waste</p>	<p>B.10.1 On-Site Waste Management</p> <p>a) Refuse must be placed in the designated skips/ bins, which must be regularly emptied. These should remain within demarcated areas and should be designed to prevent reuse from being blown out by wind.</p> <p>b) In addition to the waste facilities within the construction camp, provision must be made for waste receptacles to be placed at intervals along the work front.</p> <p>c) Littering on site is forbidden and the site shall be cleared of litter at the end of each working day.</p> <p>d) Recycling is to be encouraged by providing separate receptacles for different types of waste and making sure that staff are of their uses.</p> <p>10.2 Waste disposal</p> <p>Non-hazardous Waste</p> <p>All waste must be removed from the site and transported to a landfill site which must be identified prior to commencement of work.</p> <p>a) Waybills proving disposal at each shall be provided fro the Engineer's inspection.</p> <p>b) Construction rubble shall be disposed off in pre-agreed, demarcated spoil dumps that have been approved by the Engineer, or at disposal sites.</p> <p>c) Waste from chemical toilets should be disposed of regularly and in a responsible and in a responsible manner by a registered waste contractor. Care must be taken to avoid contamination of soils and water, pollution and nuisance to adjoining areas.</p> <p>Hazardous Waste</p> <p>a) Hazardous waste disposal must be carried out by an approved waste Contractor. Waybills for this should be provided.</p> <p>b) A sump (earth or other) must be created for concrete waste. This is to be de-slugged regularly and the cement waste is to be</p>	<p>Monitor</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p> <p>ECO</p>	<p>Frequency</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring</p> <p>Ongoing monitoring.</p> <p>Checked at each site meeting.</p> <p>Ongoing monitoring</p> <p>Monitored weekly and at the start of builders' holidays.</p> <p>Ongoing</p> <p>During establishment and ongoing</p> <p>Ongoing</p>

	removed to a tip site as approved by the engineer and ECO.		
4B.11. Social Impacts	<p><u>B.11.1 Disruption of Infrastructure and Services</u></p> <p>a) Contractor's activities and movement of staff to be restricted to designated construction areas.</p> <p>b) Should the construction staff be approached by members of the public or other stakeholders, they should assist them in locating the Engineer or Contractor, or provide a number on which they may contact the Engineer or Contractor.</p> <p>c) The conduct of the construction staff when dealing with the public or other stakeholder shall be in a manner that is polite and courteous at all times. Failure to adhere to this requirement may result in the removal of staff from site by the Engineer.</p> <p>d) Disruption of access for local residents must be minimized and must have the Engineer's permission.</p> <p>e) The Contractor is to inform neighbours in writing of disruptive activities at least 24 hours beforehand. This can take place by way of leaflets placed in the postboxes giving the Engineer and Contractor's details or other methods approved by the Engineer.</p> <p><u>B.11.2 Visual Impacts</u></p> <p>a) Lighting on the construction site should be pointed downwards and away from oncoming traffic and nearby houses.</p> <p>b) The site must be kept clean to minimize the visual impact of the site</p> <p>c) If screening is being used, this must be moved and re-erected as the work front progresses.</p> <p><u>B.11.3 Noise</u></p> <p>a) Machinery and vehicles are to be kept in good working order for the duration of the project to minimize noise nuisance to neighbours.</p> <p>b) Notice of particularly noisy activities must be given to residents/businesses adjacent to the construction site.</p> <p>Example of these include:</p> <ul style="list-style-type: none"> - Noise generated by jackhammers - Blasting - Drilling - Dewatering pumps <p>c) Noisy activities must be restricted to the times given in the Project Specification or General Conditions of Contract.</p>	<p>Monitor</p> <p>E</p> <p>E/ECO</p> <p>E</p> <p>E</p> <p>E/ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>ECO</p> <p>E/ECO</p> <p>E/ECO</p>	<p>Frequency</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>At least 24 hrs prior to the activity taking place.</p> <p>Ongoing.</p> <p>Ongoing- weekly monitoring.</p> <p>Ongoing.</p> <p>Ongoing.</p> <p>At least 24 hrs prior to the activity taking place.</p>
	<p><u>B.11.4 Communication with Interested and Affected Parties (I&AP's)</u></p> <p>a) The Engineer and Contractor are responsible for ongoing communication with those people that are interested in /affected by the project.</p>	<p>Monitor</p> <p>E/ECO</p>	<p>Frequency</p> <p>Monthly</p>

	<p>b) A complaint register should be housed at the site office. This should be in carbon copy format, with numbered pages. The Contractor must account for any missing pages. This register is to be tabled during monthly site meetings.</p> <p>c) I&AP's need to be made aware of the existence of the complaints book and the methods of communication available to them.</p> <p>d) Queries and complaints are to be handled by:</p> <ul style="list-style-type: none"> - Documenting details of such communications - Submitting these for inclusion in complaints register. - Brining issues to Engineer's attention immediately - Taking remedial action as per Engineer's instruction <p>e) Selected staff are to be made available for formal consultation with I&AP's in order to:</p> <ul style="list-style-type: none"> - Explain construction process - Answer questions 	<p>ECO</p> <p>E/ECO</p> <p>ECO</p> <p>ECO</p>	<p>Monthly</p> <p>Ongoing.</p> <p>Ongoing</p> <p>Ongoing on a monthly basis and when required</p>
4B12. Cultural Environment	<p>a) Possible items of historical or archaeological value include old stone foundations, tools, clayware, jewellery, remains, fossils etc.</p> <p>b) Should something of this nature be uncovered, the Research and Professional Services Division of AMAFA should be contacted and work should be stopped immediately. AMAFA's head office is in Ulundi and their office in Pietermaritzburg will address any queries within KZN.</p> <p>The facilitator should be contacted on telephone no. 033-3946543, fax 033-3426097.</p>	<p>E/ECO</p>	<p>As required.</p>

SECTION 4C: POST CONSTRUCTION ACTIVITIES

4C.1. Construction Camp	<p>a) All structures comprising the construction camp are to be removed from site.</p> <p>b) The area that previously housed the construction camp is to be checked for spills of substances such as oil, paint etc. and these should be cleaned up.</p> <p>c) All hardened surfaces within the construction camp area should be ripped, all imported material removed, and the area shall be top-soiled as regressed using the guidelines set out in the revegetation specification that form part of this document.</p> <p>d) The Contractor must arrange the cancellation of all temporary services.</p>	Monitor E E E E	Frequency Project completion Project completion Project completion Project completion
4C.2 Vegetation	<p>a) All areas that have been disturbed by construction activities (including the construction camp area) must be cleared of alien vegetation.</p> <p>b) Open areas are to be re-planted</p> <p>c) All vegetation that has been cleared during construction is to be removed from site or used as much as per the revegetation specification, (except for seeding alien vegetation).</p> <p>d) The Contractor is to water and maintain all planted vegetation until the end of the defects liability period and is to submit a method statement regarding this to the Engineer.</p>	E E E E	Project completion Project completion Project completion Project completion
4C.3 Land Rehabilitation	<p>a) All surfaces hardened due to construction activities are to be ripped and imported materials thereon removed.</p> <p>b) All rubble is to be removed from the site to an approved disposal site or approved by the Engineer. Burying of rubble onsite is prohibited.</p> <p>c) The site is to be cleared of all litter.</p> <p>d) Surfaces are to be checked for waste products from activities such as concreting or asphaltting and cleared in a manner approved by the Engineer.</p> <p>e) All embankments are to be trimmed, shaped and replanted to the satisfaction of the Engineer.</p> <p>f) Borrow pits are to be closed and rehabilitated in accordance with the DME-approved management plan for each borrow pit. The Contractor shall liaise with the Engineer regarding these requirements.</p> <p>g) The Contractor is to check that all watercourses are free from building rubble, spoil materials and waste materials.</p>	ECO ECO ECO ECO E/ECO E ECO	Project completion Project completion Project completion Project completion Project completion Project completion Project completion.
4C.4 Material and Infrastructure	<p>a) Fences, barriers and demarcations associated with the construction phase are to be removed from the site unless stipulated otherwise by the Engineer.</p> <p>b) All residual stockpiles must be removed to spoil or spread onsite as directed by the Engineer.</p>	Monitor E E	Frequency Project completion Project completion

	c) All leftover building materials must be returned to spoil or spread on site as directed by the Engineer.	ECO	Project completion
	d) The Contractor must repair any damage that the construction works has caused to neighbouring properties.	E	Project completion
• 4C.5 General	a) The Engineer, ECO and the Contractor need to approve all remediation activities and to ensure that the site has been restored to a condition approved by the Engineer.	E/ECO	On completion of the construction & maintenance phases
	b) Temporary roads must be closed and access across these blocked.	E/ECO	On completion of construction
	c) Access or haulage roads that were built across watercourses must be rehabilitated by removing temporary bridges and any other materials placed in / or near to watercourses. Revegetation of banks or streambeds must be as necessary to stabilize these and must be approved by the Engineer.	E/ECO	On completion of construction
	d) All areas where temporary services were installed are to be rehabilitated to the satisfaction of the Engineer.	E/ECO	On completion of construction

SECTION 5. CONCLUSIONS AND RECOMMENDATIONS

Construction impacts are minimal and of low significance. Should the EMP be adequately implemented, potential impacts could be further reduced. The concluding recommendations are:

- Contractors need to follow the environmental management plan;
- The development need to benefit the community in a tangible manner, and therefore, attempts need to be made to integrate community needs and aspirations into the implementation processes of the development;
- The contractor need to show concerns for health in general and the health safety of the employees in particular;
- Where appropriate, the contractor must use local labour as much as possible;
- In terms of the National Environmental Management Act 107 of 1989 every body is required to take reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner;
- Further more in terms of the Nation Environmental Management Act 107 of 1998 the cost of repair for any environmental damage shall be borne by the person responsible for the damage.

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER No.: WMM LM 00097

CONSTRUCTION TSHUZE TO LUPHILISWENI GRAVEL ACCESS ROAD

PART C4: SITE INFORMATION

INDEX

1	PART C4: SITE INFORMATION	SI 1
1.1	Locality Plan	SI 1
1.2	Conditions on Site: Geotechnical Report	SI 1

PART C4: SITE INFORMATION

1.1 Locality Plan

The Locality Plan is provided overleaf.

The proposed Tshuze to Luphilisweni gravel access road is located in Ward 09. It is situated about 17 km west of the Winnie Madikizela-Mandela Central Business District. Entry to Tshuze to Luphilisweni gravel access road is off the main road R61 that connects Mbizana and Flagstaff

1.2 Conditions on Site: Geotechnical Report

Subsoil investigations have been undertaken along the roads to be constructed. Test results are included in this section of the tender documents. No responsibility is taken by the Employer as a result of any deductions made by the tenderer/contractor from observation and interpretation of the test results.

Tenderers are to satisfy themselves as to the nature of excavations to be encountered. In doing this, tenderers may carry out further investigations at their own cost. Should these investigations require visiting site and disturbing the site, the tenderers should seek approval from the Engineer to carry out such investigations.


