



ABAQULUSI LOCAL MUNICIPALITY

TENDER DOCUMENT

TENDER NAME : POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN
ROADS – MARK AND PRESIDENT STREET

TENDER NO : 8/2/1/570

CIDB CATEGORY : 3 CE OR HIGHER

NAME OF TENDERER : _____

TELEPHONE NUMBER : _____

E-MAIL : _____

PHYSICAL ADDRESS : _____

TENDER SUM (INCL. VAT) : _____

TENDER CLOSING AT 12:00PM ON 21 NOVEMBER 2025



Issued By:
ABAQULUSI MUNICIPALITY
PO Box 57
VRYHEID
3100

Contact Details:
Tell: (034) 982 2133
Fax: (034) 9890 9637



Prepared By:
DLV Project Managers Engineers and (Pty) Ltd
P O Box 1460
VRYHEID
3100

Contact Details:
Tel : (034) 980 7242
Fax : (034) 983 2765

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: (Weeks)

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered (weeks)

Details of contact person:

Name (*Print*):

Telephone No: Fax No:

E-mail address:.....

Cell No. :.....

Is Form of Offer signed by Tenderer and Witnesses? (Yes/No)

SIGNATURE:

(of person authorised to sign the tender)

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

CHECK LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the check-boxes provided that he has completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that he has attended to all the required items for submission with this Tender.

Page	Description		Completed		For Office Use		
			Yes	No	Yes	No	Comments
Cover	Name of Tenderer						
	Contact Details						
	Tender Sum						
C1-3	C1.1	Form of Offer and Acceptance					
C1-12	C1.2	Contract Data (Part 2)					
C2-6	C2.2	Completed Schedule of Quantities					

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T1.1	Tender Notice and Invitation to Tender	White	T1.5
T1.2	Tender Data	Pink	T1.7
THE CONTRACT			
PART C1	AGREEMENT AND CONTRACT DATA	Yellow	C1.1
C1.1	Form of Offer and Acceptance	Yellow	C1.3
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C2.2	Bills of Quantities	Yellow	C2.8
PART C3	SCOPE OF WORK	Blue	C3.1
C3.1	Description of the Works	Blue	C3.2

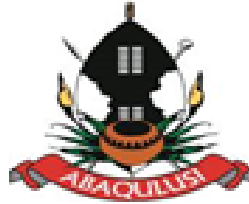
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PART T1: TENDERING PROCEDURES

PART T1-TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



ABAQULUSI LOCAL MUNICIPALITY

CIDB CATEGORY: 3 CE OR HIGHER

PROJECT NAME: **POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET.**

CONTRACT No.: **8/2/1/570**

Tenders are hereby invited for the POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET. The minimum specifications are detailed in the Tender Document. Quotation documents will be self-downloaded from E-tender Portal (www.e-tenders.gov.za) and Municipal website as from the 7th of November 2025.

The municipal offices can be contacted by using the following telecommunication numbers: 034 982 2133 (Phone) or 034 980 9637 (Fax).

Compulsory clarification meetings with representatives of the Employer will take place at the venue: AbaQulusi Local Municipality's offices at Cnr. High & Mark Streets

Completed tender documents are to be placed in a sealed envelope marked **POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET, Tender No.: 8/2/1/570** and must be deposited in the Tender Box at the offices of AbaQulusi Local Municipality's offices at Cnr. High & Mark Streets, Vryheid, not later than **12:00pm** on **21 NOVEMBER 2025**. Tenders will be opened in public soon after closure and only the name of the tenderer and the tender amount will be read out. Telegraphic, faxed and late tenders will not be accepted, and the Municipality shall not be held responsible for any couriered documents.

The procedure for evaluating responsive tenders will be **Financial Offer and Preference**.

The 80/20 scoring method will apply in the evaluation of bids.

The following points will be awarded during the evaluation:

Price	=	80
Special Goals	=	20
Total	=	100

SPECIAL GOALS

PREFERENTIAL POINTS FOR BIDS NOT EXCEEDING R50 000000 - 80:20	
PREFERENTIAL PROCUREMENT	POINT ALLOCATED
HDI EQUITY = 20	20
100% HDI EQUITY	20
BETWEEN 75% AND 99% HDI EQUITY	15
BETWEEN 50% AND 74%	10
LESS THAN 50%	0
Total special goals	20 POINTS

NB: To claim the points, full detailed CSD records must be submitted, ID Copy and / or CV Stating the position at the management level.

Bidder’s attention is specially drawn to adhere the provisions of the quotation rules which are included in the tender document and as follows:

- These quotes are 80/20 preferential points system
- The above quotations will be evaluated of completeness, compliance, functionality and price and specific goals, make sure all required information is submitted with the bid document.
- No awards will be made to a person who is not registered on the Central Supplier Data base
- No awards will be made to a person who is in the service of the state
- No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, and / or
- No awards will be made to a person who is an advisor or consultant contracted with the Municipality or municipal entity
- Fill in all the Municipal Bidding Documents (MBD’S) failure to do so will automatically disqualify.
- Fully Completed all the MBD’S on the quotation document
- Fully completed tender document (bidder will be disqualified for incomplete document)
- Service Providers should be on Municipal Data Base if not please collect database forms at SCM Office or download them from Municipal website (www.abaqulusi.gov.za) and submit them with your bid document.
- Late bids will not be accepted,
- These quotations will be valid for a period of 60 days after the closing date
- These quotations must only be submitted on the documentation provided by AbaQulusi Municipality (Original document)
- Failure to comply with these conditions will result in immediate disqualification of the bid.
- The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it.
- The municipality does not bind itself to accept the lowest bid or ward a contract to the bidder scoring the highest number of points.
- Bid will be evaluated based on completeness, functionality, responsiveness and price and specific goals.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- Central Supplier Data base registration report (Detailed) to claim special goals
- Valid copy of company registration document
- If joint venture, certified copy of venture agreement
- SARS PIN or Tax Clearance certificate must be submitted
- Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- Provide Relevant experience with reference letter must be provided
- A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality, letter from Inkosi / Induna, Councilor or lease agreement must be submitted not older than three months.
- Certified copies of identity documents of directors and owners of the company must be submitted
- The company must provide proof of public liability insurance to a minimum value of R5 Million.

For more SCM enquiries please contact Supply Chain Management office at scm@abaqulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are non-compliant.

The AbaQulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

Municipal Manager

AbaQulusi Local Municipality

T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender as contained in Annex C of the legislated Standard Conditions of Tender as published in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019

T1.2.1: TENDER DATA: APPLICABLE TO THIS TENDER

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

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

Clause No	Description
F.1.1.1	The Employer is: AbaQulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100
F.1.2	The tender documents issued by the Employer comprise: Volume 1: Part 1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part 2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume Part 1: Agreement and Contract Data

Clause No	Description
	<p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Forms of Securities</p> <p>Part 2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates</p> <p>Part 3: Scope of Work</p> <p>C3 Scope of Work including separate volumes for:</p> <p>Part 4: Site Information</p> <p>C4 Site Information</p>
	<p>The following documents form part of the Contract and is NOT provided by the Employer, the Contractor is required to obtain these documents for the execution of the contract:</p> <p>"General Conditions of Contract (GCC) for Construction Works -3rd Edition 2015" This document is issued by the South African Institution of Civil Engineering. (Short title "General Conditions of Contract 2015") and is obtainable separately. Tenderers shall obtain their own copies.</p> <p>The standard specifications on which this contract is based are the SABS 1200 Standardized Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014. This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>AbaQulusi Local Municipality's Occupational Health and Safety Specification in terms of the requirements of Construction Regulations 4(1)(a). This document is available for review at the offices of the Employer and/or the Employer's agent. Tenderers shall obtain their own copies.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.</p> <p>(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,</p>

Clause No	Description
	<p>(ii) SANS 1921:2004 Construction and management Part 1: General Engineering and Construction Works; Part 6: HIV/AIDS Awareness.</p> <p>(iii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures</p> <p>(iv) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.</p>
C.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name : DLV Engineers and Project Managers (Pty) Ltd Represented by Brian Ndlovu</p> <p>Address : 144 Mark Street Vryheid 3100</p> <p>Tel No : (034) 980 7242 Fax No : (034) 983 2765 E-mail : brian@dlveng.co.za</p>
	<p>All communication between the tenderer and the employer shall be addressed to Mr Brian Ndlovu of DLV Engineers and Project Managers (Pty) Ltd, in writing</p>
F1.5.2	<p>Replace the existing clause with the following:</p> <p>The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, save for all tenders being non-responsive, 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.</p>
F.2 F.2.1	<p>TENDERER'S OBLIGATIONS</p> <p>Eligibility</p> <p>The following tenderers 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> <ol style="list-style-type: none"> 1) 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 3CE of construction work, and who satisfy the following criteria: <ol style="list-style-type: none"> a. Availability of resources b. Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (if applicable). c. Previous experience on contracts of a similar value and nature. d. Financial standing and capability.

Clause No	Description
	<p>2) Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> a. every member of the joint venture is registered with the CIDB. b. the lead partner has a contractor grading designation in the 3CE or Higher class of construction work: and, c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE class of construction works <p>3) Information to be submitted with the tender The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
	<p>Site visit and clarification meeting</p> <p>The arrangements for the compulsory site inspection visit and clarification meeting are as follows:</p> <p>Location: AbaQulusi Local Municipality’s offices at Cnr. High & Mark Streets. Date : 12 NOVEMBER 2025 Starting time : 09:00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p> <p>DLV Project Managers and Engineers (Pty) Ltd Tel : 034 980 7242 e-Mail : brian@dlveng.co.za</p>
F.2.12	<p>Alternative Offers</p> <p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are</p> <ul style="list-style-type: none"> a. <u>Individual Items</u> <p>Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Part T2 of the Contract Document, accompanied by a detailed statement as necessary.</p> <ul style="list-style-type: none"> b. <u>Alternative Designs</u> <p>Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:</p>

Clause No	Description
	<p>1. The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered.</p> <p>2. Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.</p> <p>3. If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:</p> <ul style="list-style-type: none"> • Changes in design parameters ordered by the Engineer. • Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer. <p>4. A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer, which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.</p> <p>5. The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered</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 full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13	Submitting a Tender Offer
F.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a single joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works.
F.2.13.3	Tender offers shall be submitted as an original hard copy only.
F.2.13.5	Delivery of Tender
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
F.2.15.1	<p>Location of Tender Box : AbaQulusi Municipality c/o Mark and High Streets, VRYHEID 3100</p>

Clause No	Description
	Identification Details : Contract No: 8/2/1/570 Tender reference number, Title of Tender and the closing date and time of the tender, as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
F.2.15	Tender Submissions The closing time for submission of tender offers is Date: 21 NOVEMBER 2025 Time : 12:00pm
F.2.16	The tender offer validity period is 90 days.
F.2.18	Contractors Staff The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.20	Performance Bond The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.22	Return of Tender Document Where a Tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of tenders
F.2.23	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.22 of this procurement document.
F.2.23	Certificates The tenderer is required to submit the following certificates with his tender: <ol style="list-style-type: none"> 1. Either a Certificate of Contractor Registration issued by the Construction Industry Development Board <i>OR</i> a copy of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006). 2. An original valid Tax Clearance Certificate issued by the South African Revenue Services.

Clause No	Description
	<ol style="list-style-type: none"> 3. Copies of company registration documents 4. Joint Venture Agreement and Power of Attorney in case of Joint Ventures 5. Copies of ID documents of Shareholders/Members/Directors of the business enterprises 6. Proof of Preference Points Claimed 7. VAT Registration Certificate and Pin 8. Skills Development Levy Certificate 9. Workmen’s Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) 10. a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT); 11. particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and 12. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT). 13. All other certificates as requested in T2.1
F.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
F.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state Accept that the Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>“In the service of the state” means to be -</p> <ol style="list-style-type: none"> i) a member of:- <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces;

Clause No	Description
	<p>ii) a member of the board of directors of any municipal entity; iii) an official of any municipality or municipal entity; iv) an employee of any national or provincial department; v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); vi) a member of the accounting authority of any national or provincial public entity; or vii) an employee of Parliament or a provincial legislature.”</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.</p>
F.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state</p> <p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F.2.25), or has been in the service of the state in the previous twelve months, including</p> <p>a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”</p>
F.2.27	<p>Add the following new clause:</p> <p>Tax Clearance Certificate</p> <p>In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.”</p>
F.3 F.3.1	<p>EMPLOYERS UNDERTAKINGS</p> <p>Opening of Tender Submissions</p> <p>The time and location for opening of the tender offers are: Time : 1200hrs Date : 21 NOVEMBER 2025 Location: Abaqulusi Local Municipality’s Boardroom c/o Mark and High Streets, Vryheid, 3100</p> <p>Tenderers names and total prices, where practical will be read out.</p>
F.3.3	<p>Tender offers will only be accepted if:</p> <p>a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</p>

Clause No	Description
	<p>b) the tenderer is registered with the Construction Industry Development Board in the contractor grading designation of 3CE;</p> <p>c) the tenderer or any of its directors/shareholders 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;</p> <p>d) the tenderer has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; <p>f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>e) h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and</p> <p>f) the tenderer:</p> <ul style="list-style-type: none"> i) has sufficiently substantiated his experience in this type work; and <p>has the required and experienced key personnel;</p>
F.3.4	<p>Copies of Contract</p> <p>The employer will provide the successful tenderer with 1 (one) paper copy of the signed contract.</p>
F.3.5	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.3.6	<p>The commitment of the Employer to Government Policy concerning the empowerment of the SMMEs shall be noted and adhered to by the main contractor. It is against this background that, AbaQulusi Municipality has made provisions under this contract to ensure that the main contractor impart skills to the local SMMEs (to be employed as sub-contractors on this job) within the project area during the project implementation through the Main Contractor's 'Contractor Development programme'.</p>
F.3.11.2	<p>Tenders will be evaluated in two stages in accordance with the standard tender evaluation Method 2 : Financial Offer and Preferences as follows:</p> <p>STAGE 1 : TEST FOR RESPONSIVENESS/ELIGIBILITY</p> <p>In order for a tender to be considered responsive, it must comply with ALL of the following criteria:</p> <ul style="list-style-type: none"> (a) The tender documentation must be completed and signed in all respects; The Contractor must have the required CIDB grading; (b) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and (c) The tender must comply with the eligibility criteria noted in F.2.1; and <p>In terms of F.2.1(e), the following specific criteria must be proven by the tenderer:</p> <ul style="list-style-type: none"> I. That the tenderer possesses the necessary on-site, management expertise and capability to carry out the contract

Clause No	Description																
	<p>II. That the tenderer has the financial capacity to carry out the contract; and</p> <p>III. That the tenderer has ready access to the plant and equipment required to carry out the contract</p> <p>IV. The company must provide proof of public liability insurance to a minimum value of R5 Million.</p> <p>STAGE 2 : FINANCIAL OFFER AND PREFERENCES</p> <p>All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out below:</p> <p>Method 1: Financial Offer and Special Goals</p> <p>Tenders will be evaluated as follows: The 80/20 scoring method will apply in the evaluation of bids.</p> <p>The following points will be awarded during the evaluation:</p> <p>Price = 80 Special Goals = 20 Total = 100</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">PREFERENTIAL POINTS FOR BIDS NOT EXCEEDING R50 000 000- 80:20</th> </tr> <tr> <th style="text-align: left;">PREFERENTIAL PROCUREMENT</th> <th style="text-align: left;">POINT ALLOCATED</th> </tr> </thead> <tbody> <tr> <td>HDI EQUITY = 20</td> <td>20</td> </tr> <tr> <td>100% HDI EQUITY</td> <td>20</td> </tr> <tr> <td>BETWEEN 75% AND 99% HDI EQUITY</td> <td>15</td> </tr> <tr> <td>BETWEEN 50% AND 74%</td> <td>10</td> </tr> <tr> <td>LESS THAN 50%</td> <td>0</td> </tr> <tr> <td>Total special goals</td> <td>20 POINTS</td> </tr> </tbody> </table>	PREFERENTIAL POINTS FOR BIDS NOT EXCEEDING R50 000 000- 80:20		PREFERENTIAL PROCUREMENT	POINT ALLOCATED	HDI EQUITY = 20	20	100% HDI EQUITY	20	BETWEEN 75% AND 99% HDI EQUITY	15	BETWEEN 50% AND 74%	10	LESS THAN 50%	0	Total special goals	20 POINTS
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BETWEEN 50% AND 74%	10																
LESS THAN 50%	0																
Total special goals	20 POINTS																

TENDERER'S MUST SCORE A MINIMUM OF 56 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TABLE 1 – FUNCTIONALITY CRITERIA

Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarde d points
Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)	Good	50	
	Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)	Fair	30	
	Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)	Poor	15	
Methodology - Provide a detailed, logical, and project-specific approach to pothole repair, including materials, process, QA/QC.	Excellent (clear, specific, practical methodology with innovation and compliance to standards)	Good	40	
	Good (adequate and relevant methodology)	Fair	20	
	Poor (generic or vague methodology)	Poor	10	
Traceable project experience	Provided five traceable projects of in road works in the past 10 years (Attach letters of appointments and completion certificates)	Good	50	
	Provided three traceable projects of road works in the past 10 years. (Attach letters of appointments and completion certificates)	Fair	30	
	Provided no traceable similar projects	Poor	15	
		Total	100	

NOTE: SERVICE PROVIDER THAT SCORES LESS THAN 60% ON FUNCTIONALITY WILL BE ELIMINATED.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all tenderers

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ABAQULUSI LOCAL MUNICIPALITY

BID NUMBER: **8/2/1/570**

CLOSING DATE: **21 NOVEMBER 2025**

CLOSING TIME: **12:00pm**

DESCRIPTION: **POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)
--

NAME OF
BIDDER.....

POSTAL ADDRESS

STREET ADDRESS
.....

TELEPHONE NUMBER
CODE.....NUMBER.....

CELLPHONE
NUMBER.....

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER
TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE
GOODS/SERVICES/WORKS OFFERED ? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER
.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED
.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

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

(a) a member of –

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

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

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past
twelve months?

YES / NO

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with **YES / NO**
the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....
.....

-
- (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.

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

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals		20		
100% HDI EQUITY		20		
BETWEEN 75% AND 99% HDI EQUITY		15		
BETWEEN 50% AND 74%		5		
LESS THAN 50%		0		
Total special goals		20 points		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	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
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.

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

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.
 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

NATIONAL TREASURY CSD REGISTRATION

Provide the relevant information of registration on the National Treasury Central Supplier Database for the Main Bidder / s, JV Partner / s and or Sub-Contractors

	NT CSD Reference Number	SARS Pin
1. Main Bidder / s :	<input type="text"/>	<input type="text"/>
2. JV Partner / s :	<input type="text"/>	<input type="text"/>
3. Sub-Contractor / s :	<input type="text"/>	<input type="text"/>

ATTACHED TO THIS PAGE A COPY OF PROOF OF CSD AND SARS

Municipal Account

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

ATTACHED TO THIS PAGE A COPY OF RECENT MUNICIPAL ACCOUNT OR RELEVANT PROOF OF RATES AND TAXES

Authorized Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

ATTACHED TO THIS PAGE A COPY OF RECORDED RESOLUTION FOR AUTHORISED SIGNATORY

B-BBEE CERTIFICATE

Insert a B-BBEE certificate issued by a Verification Agency accredited by a SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR (COID)

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Only bidders with a Construction Industry Development Board category and classification grading as indicated in the tender advert will be considered for award.

Please attach a copy of proof of the bidder's CIDB grading to this page.

PART 1: AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER (AGREEMENT)

C1.1.1 FORM OF OFFER

THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

CONTRACT 8/2/1/570 – POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be

determined in accordance with the Conditions of Contract identified in the Contract Data.

The Contract shall be completed within

**Thirty-six
(36)**

months of the Commencement Date.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX 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.

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

THE OFFERED RATES ARE FIRM

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of

validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address of organisation)

**Name and
signature of
witness**

Date

C1.1.2 FORM OF ACCEPTANCE**THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE**

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

The terms of the contract are contained in

- Part 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tenderer shall within **twenty (28) days** 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 Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within **five days** after 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 binding contract between the parties,

FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

Name(s)

Capacity

For the Employer

AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets, Vryheid 3100

(Name and address of organisation)

Name and signature of witness

Date

C1.1.3 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; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

7 Subject _____

Details _____

8 Subject _____

Details _____

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

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

Date

**For the Employer:
Signature(s)**

Name(s)

Capacity

*AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,
Vryheid 3100*

(Name and address of organisation)

**Name and
signature of
witness**

Date

GCC Clause	Information
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Approved Health and Safety File (Clause 4.3) • Initial programme (Clause 5.6) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of Construction Machinery Plant (Clause 8.6) • Insurance of Motor Vehicle Liability (Clause 8.6) • Insurance of the works (Clause 8.6) • Signed Notification to the Department of Labour • Construction Permit were applicable
5.3.2	The time to submit the Contract documentation required before commencement of the Works is 14 days.
5.13.1	The penalty for failing to complete the Works is R1, 000.00 per day.
5.13.2	The penalty for non-compliance during the contract or fraudulent disclosure is: R500 excluding VAT per calendar day until the contractor becomes compliant.
5.16.3	The latent defects period is 10 years.
6.2.1	The liability of the guarantee shall be 10% of the tendered sum
6.8.2	<p>The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:</p> <p>a) No price adjustment over the first 12-month period of the Contract.</p> <p>b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the Agreement and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.</p>
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership and idemnity is required.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	The limit of retention money is 10% of the contract price
6.10.4	Payment period: The Employer shall pay the amount due to the Contractor within 14 days of receipt by the Employer of the payment certificate signed by the Employers Agent.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R2 500 000.
8.6.1.2	Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA) , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.
8.6.1.3	Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R5million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause..
10.5.3	The adjudication board shall consist of one member.
10.7.1	The determination of disputes shall be by arbitration

C1.2.1.1 Variations to General Conditions of Contract

Add the following Table:

3.2.4	<p>Employer's Agent for Health and Safety</p> <p>'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).'</p> <p>Add the following at the end of the above new replacement Clause 3.2.4:</p> <p>'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope Of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.'</p>
5.3.3	<p>Time to instruct commencement of the Works</p> <p>The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.</p>
6..10.4	<p>Delivery, dissatisfaction with and payment of payment certificates</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> • The Contractor will provide a payment certificate with quantities to the Employer's Agent before or on the 20th of every month. • After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer. • Payment will be made end of the following month. <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p>Payment of Retention Money</p> <p>Amend Clause 6.10.5 as follows:</p> <p>In the third line, delete the word "when" and replace with "within 35 days after"</p> <p>In the sixth line, delete "14 days" and replace with "35 days"</p> <p>Add this paragraph at the end of the Clause, "Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due."</p>

7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows: In the first line, correct the spelling of 'therefore'.
8.3.1	Excepted risks Amend Clause 8.3.1.11 as follows
8.4.1.1	"hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993),"

C1.2.1.2 Additions to General Conditions of Contract

Add the following Table:

1.1	Definitions Add the following at the end of Sub-Clause 1.1.1: 1.1.1.34 "Client", as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer. 1.1.1.35 "Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
C1.2.1.2.1	Penalties In addition to GCC 2015 clause 5.13, during the Contract Period should the Contractor: a) Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.
C1.1.1.2.2	Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent or their authorized representatives in connection with the performance of his services under this Contract.
C1.2.1.2.3	Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.
C1.2.1.2.4	Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.
C1.2.1.2.5	Confidential nature of documents All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works;

	their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.
C1.2.1.2.6	<p>Returns of labour, plant, equipment and material</p> <p>The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer's Agent or his duly authorized representative may require.</p>
C1.2.1.2.7	<p>Date falling on public holiday or weekend</p> <p>Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.</p>
C1.2.1.2.8	<p>Ambiguities and inconsistencies</p> <p>The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.</p>
C1.2.1.2.9	<p>False claims by the Contractor</p> <p>a) Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated.</p> <p>b) Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.</p> <p>The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.</p>

C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC Clause	Information
Clause 1.1.1.9	The name of the Contractor is
Clause 1.2.1.2	The address of the Contractor is: Physical Postal Tel: Fax: Email:

PART 1: FORMS AND SECURITIES

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C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

a) Form of Guarantee

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

C1.3.1 Form of Guarantee

TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

Whereas Abaqulusi Municipality (hereinafter referred to as "the Employer" or "beneficiary") entered into a Contract with

_____ (Hereinafter called "the Contractor")

on the ____ day of _____ 20__ for the construction of

_____ at _____

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

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

NOW THEREFORE WE, _____

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alteration of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of _____

_____ (R _____)

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

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses

1. _____

Signature

2. _____

Duly authorised to
sign on behalf of

Address

C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between
(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: 8/2/1/570 – POTHOLE REPAIRS, AND PATCHING OF VRYHEID TOWN ROADS – MARK AND PRESIDENT STREET.

for the construction and completion 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 Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.
5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint

or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed 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.

PART 2: PRICING DATA

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C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SABS 1200 Standardized Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SABS 1200 Standardized Specifications.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :
- | | | | | | |
|---------------------|---|-----------------------|----------|---|------------------|
| mm | = | millimetre | h | = | hour |
| m | = | metre | kg | = | kilogram |
| km | = | kilometre | t | = | ton (1000kg) |
| m ² | = | square metre | No. | = | number |
| m ² pass | = | square metre pass | sum | = | lump sum |
| ha | = | hectare | MN | = | meganewton |
| m ³ | = | cubic metre | MN.m | = | meganewtom-metre |
| m ³ km | = | cubic metre-kilometre | P Csum | = | Prime Cost sum |
| l | = | litre | Prov sum | = | Provisional sum |
| kl | = | kilolitre | % | = | percent |
| MPa | = | megapascal | kW | = | kilowatt |
- j) For the purpose of this Bill of Quantities, where applicable, 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 SABS 1200 Standardized Specifications.
Quantity : The number of units of work for each item.
Rate : The agreed payment per unit of measurement.
Amount : The product of the quantity and the agreed rate for an item.
Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.
- l) The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

C2.1.2 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall:

- a) clearly state this in his qualifications; and
- b) still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.3 Confined space

The Contractor shall note that work activities shall be executed within confined spaces, and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.4 Contract Price Adjustment

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

- a) No price adjustment over the first 12-month period of the Contract.
- b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the .

C2.1.2.5 Preliminary and General

Preliminary and General items shall be limited to a maximum of twenty five percent (20%) of the total Contract Value.

C2.1.2.6 Contractor Appointment

Contractors will only be appointed for value of work in their CIDB grading category only.

C2.1.2.7 Rates Negotiation

Rates may be negotiated with the short-listed Tenderers.

C2.1.2.8 Payment for the labour-intensive component of the works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

C2.1.2.8.1 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

POTHOLE REPAIRS - MARK STREET						
ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
13.01	Contractor's general obligations					
	(a) Fixed obligations	LS	1			
TOTAL CARRIED FORWARD TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	0.9		
15.03	Temporary traffic control facilities:				
	(a) Flagmen	Man-day	20		
	(b) Portable STOP and GO-RY Signs.	No	2		
	(e) Road sign R and TR-series (1200mm)	No	4		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
B 1800	DAYWORKS				
B 18.01	Personnel during normal working hours				
	(a) Unskilled labour	Hr	80		
	(b) Semi-skilled labour	Hr	80		
	(c) Ganger	Hr	80		
	(d) Flagmen	Hr	80		
	(e) Foreman	Hr	80		
B 18.02	Plant				
	(a) Generator.	Hr	80		
	(d) Jack Hammer/Breaker.	Hr	80		
	(e) Vibratory Roller (BOMAG 212 or Similar).	Hr	80		
	(f) Pedestrian Roller(Bomag BW 90 or Similar)	Hr	80		
	(g) Asphalt & Concrete Cutter	Hr	80		
	(h) Tipper Truck(10m ³)	Hr	80		
	(i) Backhoe TLB (CAT 428 or equivalent).	Hr	80		
	(j) Concrete Mixers	Hr	80		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
3900	PATCHING AND REPAIRING EDGE BREAKS				
39.01	Sawing asphalt or cemented pavement layers for patching				
	(a) Sawing asphalt to an average depth				
	(i) Not exceeding 50mm	m ³	0.8		
	(ii) Exceeding 50mm	m ³	8.8		
	(ii) Exceeding 100mm	m ³	36.7		
39.02	Excavating in existing pavements for patching in:				
	(c) Other layers (non-cemented layers).	m ³	197.2		
39.03	Backfilling of excavation for patching with:				
	(a) Chemically stabilised pavement material (subbase quality material excavated from the existing road or imported from a borrow pit and stabilised with cement)				
	(i) Not exceeding 5m ²	m ²	5.7		
	(ii) Exceeding 5m ² , but not exceeding 100m ²	m ²	344.4		
	(iii) Exceeding 100m ²	m ²	15.0		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing:				
	(a) Continuously graded medium mix (30mm thick).	m2	1225.45		
42.04	(a) Tack coat of 30% stable-grade emulsion	m2	1225.45		
	(b) E.O. item 41.04 for applying the prime coat in areas accessible only by hand held equipment	m2	35.0128		
42.06	SEALING OF ACTIVE CRACKS				
	Cleaning of active cracks with hot compressed air and sealing cracks as specified				
	(a) Stabilisation cracks				
	(i) Without bandage	m	2500		
	(ii) With bandage ("Sealmac 150" or similar) 200mm id	m	2500		
	(b) Longitudinal cracks				
42.08	CRACKSEALING PER INDIVIDUAL ITEM				
	Cracksealing per individual item				
	(a) Priming of cracks (MSP1 or similar)	litre	1300		
	(b) Sealant (hot applied sealant)	litre	1300		
TOTAL CARRIED FORWARD TO SUMMARY					

SUMMARY OF BILL OF QUANTITIES

POTHOLE REPAIRS - MARK STREET

SECTION	DESCRIPTION	BILL AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1800	DAYWORKS	
3900	PATCHING AND REPAIRING EDGE BREAKS	
4200	ASPHALT BASE AND SURFACING	
BOQ TOTAL		

POTHOLE REPAIRS - PRESIDENT STREET						
ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
13.01	Contractor's general obligations					
	(a) Fixed obligations	LS	1			
TOTAL CARRIED FORWARD TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	0.9		
15.03	Temporary traffic control facilities:				
	(a) Flagmen	Man-day	20		
	(b) Portable STOP and GO-RY Signs.	No	2		
	(e) Road sign R and TR-series (1200mm)	No	4		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
B 1800	DAYWORKS				
B 18.01	Personnel during normal working hours				
	(a) Unskilled labour	Hr	80		
	(b) Semi-skilled labour	Hr	80		
	(c) Ganger	Hr	80		
	(d) Flagmen	Hr	80		
	(e) Foreman	Hr	80		
B 18.02	Plant				
	(a) Generator.	Hr	80		
	(d) Jack Hammer/Breaker.	Hr	80		
	(e) Vibratory Roller (BOMAG 212 or Similar).	Hr	80		
	(f) Pedestrian Roller(Bomag BW 90 or Similar)	Hr	80		
	(g) Asphalt & Concrete Cutter	Hr	80		
	(h) Tipper Truck(10m ³)	Hr	80		
	(i) Backhoe TLB (CAT 428 or equivalent).	Hr	80		
	(j) Concrete Mixers	Hr	80		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing:				
	(a) Continuously graded medium mix (30mm thick).	m2	201.25		
42.04	(a) Tack coat of 30% stable-grade emulsion	m2	201.25		
	(b) E.O. item 41.04 for applying the prime coat in areas accessible only by hand held equipment	m2	6.7083		
42.06	SEALING OF ACTIVE CRACKS				
	Cleaning of active cracks with hot compressed air and sealing cracks as specified				
	(a) Stabilisation cracks				
	(i) Without bandage	m	1800		
	(ii) With bandage ("Sealmac 150" or similar) 200mm id	m	1800		
	(b) Longitudinal cracks				
42.08	CRACKSEALING PER INDIVIDUAL ITEM				
	Cracksealing per individual item				
	(a) Priming of cracks (MSP1 or similar)	litre	850		
	(b) Sealant (hot applied sealant)	litre	850		
TOTAL CARRIED FORWARD TO SUMMARY					

SUMMARY OF BILL OF QUANTITIES

POTHOLE REPAIRS - PRESIDENT STREET

SECTION	DESCRIPTION	BILL AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1800	DAYWORKS	
3900	PATCHING AND REPAIRING EDGE BREAKS	
4200	ASPHALT BASE AND SURFACING	
BOQ TOTAL		

C2.2 BILL OF QUANTITIES

C2.2 SUMMARY OF BILL OF QUANTITIES

Section 1: MARK STREETR.....

Section 2: PRESIDENT STREETR.....

SUBTOTALR.....

Add Contingencies (Add 10 %)R.....

SUBTOTALR.....

VALUE ADDED TAX (Add 15 %)R.....

TOTAL CARRIED TO FORM OF OFFER ON PG. C2R.....

SIGNED ON BEHALF OF TENDERER:

C3 SCOPE OF WORK

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C3.2 PROJECT SPECIFICATIONS

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B2: ADDITIONAL PARTICULAR SPECIFICATIONS

PAM OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PB ENVIRONMENTAL MANAGEMENT PLAN

PD EPWP REQUIREMENTS

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the COLTO (1998) Standard Specifications for Road and Bridge Works for State Road Authorities.

Although not bound in nor issued with this Document, the following Parts of the COLTO (1998) Standard Specifications for Road and Bridge Works for State Road Authorities shall apply:

COLTO (1998). 1200.... General Requirements and Provisions
 COLTO (1998). 1300.... Contractor's Establishment on Site and General Obligations
 COLTO (1998). 1400.... Housing, Offices and Laboratory for the Engineer's Site Personnel
 COLTO (1998). 1500.... Accommodation of Traffic
 COLTO (1998). 1600.... Overhaul
 COLTO (1998). 1700.... Clearing and Grubbing
 COLTO (1998). 1800.... Dayworks
 COLTO (1998). 2100.... Drains
 COLTO (1998). 2300.... Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Lining for Open Drains
 COLTO (1998). 3400.... Pavement Layers of Gravel Material
 COLTO (1998). 3500.... Stabilization
 COLTO (1998). 3600.... Crushed Stone Base
 COLTO (1998). 3800.... Breaking Up Existing Pavement Layers
 COLTO (1998). 3900.... Patching and Repairing Edge Breaks
 COLTO (1998). 4100.... Prime Coat
 COLTO (1998). 4200.... Asphalt Base and Surfacing
 COLTO (1998). 4500.... Double Seals
 COLTO (1998). 5700.... Road Markings
 COLTO (1998). 5900.... Finishing the Road and Road Reserve and Treating Old Roads
 COLTO (1998). 7300.... Concrete Block Paving for Roads
 COLTO (1998). 7400.... Patented Earth Retaining Systems
 COLTO (1998). 8100.... Testing Materials and Workmanship

Variations and additions to the various COLTO (1998) Standard Specifications for Road

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 10396:2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
 SANS 1914-1 to 6 (2002): Targeted Construction Procurement
 SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
 SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2 PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract, and supplements 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 Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill 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

PS.1 PROJECT DESCRIPTION

The scope of work identified includes, among others, pothole repair and maintenance. The major works involves road layer works, road patching and resealing.

The scope of work will include but is not limited to:

- Pothole repairing;
- Minor base repairs;
- Base reconstruction;
- Sealing of cracks;

PS.2 DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

The two (2) roads (Mark Street and President Street) are the roads under consideration and are access roads within the town of Vryheid in the AbaQulusi local Municipality within Zululand District Municipality, in the KwaZulu-Natal province of South Africa. The GPS co-ordinates are as follows:

Area/Road	Latitude	Longitude
President Street	27°46'19.33"S	30°47'32.53"E
Mark Street	27°46'16.27"S	30°47'18.43"E

PS.2.2 Access to Site

Due to the nature of the project and having multiple site locations, access to site will be confirmed with the Employers Agent during the course of the project.

PS.2.3 Nature of the Ground and Subsoil Conditions

The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly.

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. This specification shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS.3.2 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force available from within the target community and which is at present underemployed.

The targets for employment are as follows:

- Women: 55%
- Youth: 40%

To this end the Contractor is to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above-mentioned form will be strictly controlled during the contract period and any changes in numbers shall be subject to the approval of the Engineer.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Engineer by the 10th of each month.

The definition of youth being of an age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

Labour Return : (Current Month)

	Total		Adults				Youth (<35 yrs)				Disabled			
	Persons	Person days	Women		Men		Female		Male		Female		Male	
			Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days
Clerical	0	0												
Labourers	0	0												
Managerial	0	0												
Semi-skilled	0	0												
Skilled	0	0												
Supervisor	0	0												
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Expenditure

(All excl VAT)	Previous Total	This Cert	Total to Date
Value paid to locally sourced labour resources			R -
Amount paid for accredited training			R -
Amount paid for non-accredited training			R -

SMME Schedule

Name of SMME	SMME Information		Project Information			
	No of Permanent Employees	Turnover previous 12 months	Total person days to date	Amount paid to SMME	Person days locally sourced	Total value of work

The data sheets must be submitted monthly irrespective of whether or not a payment certificate is submitted in terms of the latest cash flow.

PS.3.3 Construction Programme(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form. to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 12 of the General Conditions of Contract

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

PS.3.4 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The following reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The following reduced (A3) drawings are enclosed herewith:

*See C5 Annexures – C5.2 Drawings

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.3.5 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

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

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is

not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.3.7 Testing (*Read with SANS 1921 – 1: 2004 clause 4.11*)

PS.3.7.1 Process control

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

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

PS.3.7.1 Acceptance control

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

PS.3.8 Site Establishment (*Read with SANS 1921 - 1 : 2004 clause 4.14*)

This contract is to be executed in an area surrounded rural settlements and as such safety will be paramount. Furthermore, all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) **Water and Electricity**

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) **Location of Site Office**

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

PS.3.9 Survey Beacons (*Read with SANS 1921 – 1: 2004 clause 4.15*)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of

the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS.3.10 Existing Services (*Read with SANS 1921 – 1: 2004 clause 4.17*)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS.3.11 Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18*)

The Works will be constructed in an area inhabited by people including many children.

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

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

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

PS.3.12 Management of the Environment (*Read with SANS 1921 - 1 : 2004 clause 4.19*)

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

(a) Natural Vegetation

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

(b) Fires

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

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

PS.3.13 Adverse Weather Conditions

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

If an extension of time is granted, the Engineer shall, at his entire discretion, grant such extension without payment of additional time-related preliminary and general allowances.

PS.3.14 Overhaul

Payment will be made for overhaul on this contract where provision is made in specific items. The Free haul distance to be 10km, one way.

PS.3.15 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS.3.16 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

PS.4 SITE FACILITIES AVAILABLE**PS.4.1 Contractor's camp site and depot (*Read with SANS 1921 – 1: 2004 clause 4.14*)**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

PS.4.2 Accommodation of Employees

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

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets must be provided for the works.

PS.4.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water 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, or in the Contractor's preliminary and general items as the case may be.

PS.5 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**PS.5.1 General**

The Contractor will be responsible for the safe and easy passage of public traffic, pedestrian and vehicular, on sections of roads of which he has occupation or where work has to be done near traffic.

PS.5.2 Basic Requirements

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 shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS.5.3 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

PS.6 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 – 1: 2004 clause 4.14)**PS.6.1 General statement**

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in SECTION 6: FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER.

PS.6.2 Health and Safety Specifications and Plans to be submitted at tender stage**(a) Employer's Health and Safety Specification**

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

The following items will require special attention

1. Excavation and compaction within restricted area.
2. Excavation of pipe trenches
3. Dust prevention.
4. Adequate traffic accommodation.

(b) Tenderer's Health and Safety Plan

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

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

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

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

PS.6.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

INTRODUCTION

In certain clauses in the 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 alternative or additional requirements applicable to this contract are contained in Part B1 of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Additional particular specifications are also included in Part B2 and are prefixed "P" and numbered alphabetically.

PART B : AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**SCOPE OF WORK (PROJECT SPECIFICATIONS)****MATTERS RELATING TO THE STANDARD SPECIFICATIONS****B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

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

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

B2 SECTION 1100 : DEFINITIONS AND TERMS**B 1115 GENERAL CONDITIONS OF CONTRACT**

REPLACE "for National and Provincial Road and Bridge Works", IN THE SECOND AND THIRD LINES WITH "The General Conditions of Contract for Construction Works (GCC 2010)".

Add the following clause:

"B 1156 LABOUR-OPTIMISING CONSTRUCTION

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

B3 SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS**B 1202 SERVICES**

Add the following:

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

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

B 1209 PAYMENT**(b) Rates to be inclusive**

Add the following to the first paragraph:

"VAT shall be excluded from the tendered rates and sums and provided for as a lump sum in the summary of the Bill of Quantities."

Add the following subclause:

"(g) Payment certificates

With reference to Clause 49.1 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of four sets of A4-sized paper copies."

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the clause 45 with:

Clause 5.12.2.2 of the GCC (2010) as amended in the Contract Data.

Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' or 'rainy weather' is encountered replace it with 'inclement weather'.

Make the following changes to Method (ii) (Critical-path method):

Add the following final paragraphs:

"Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The 'n' value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below.

Table B1215/1: Average delays due to inclement weather

Month	Jan*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	Total
'n' delays (rain)	6 (4)	5	5	4	2	0	0	1	3	5	6	6 (3)	43(38)

* The figures shown in brackets are the 'n' days of rain expected in December/January but reduced to take account of the standard construction break over the Christmas/New Year period.

Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

Add the following:

B 1230 MEASUREMENT AND PAYMENT**Item****Unit**

B 12.01 Excavation for existing services:

- a) Excavation and backfill in search of existing services in soft material situated in the following depth ranges
 - (i) 0m to 2m m³
- b) Extra over B12.01(a) for excavation in hard material in close vicinity of services using picks, jackhammers, power tools etc. where no blasting or machine excavation is permitted
.....m³

The tendered rate shall include full compensation for all construction equipment, labour, loss of production, transportation of equipment and materials to spoil as well as other items or losses suffered by the contractor.

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

B 1303 PAYMENT

B13.01 The Contractor's general obligations

Add the following after the fourth paragraph:

"The combined total tendered for sub-items (a) and (c) shall not exceed 15% of the Tender Sum (excluding Section 1200, the contingent sum and VAT)."

Add the following on page 1300-2.

"The Contractor will not be paid time-related obligations for any Special Non-Working Days, which shall be deemed to have been allowed for in his rates.

The time-related obligations shall also cover the cost of providing security personnel the Contractor deems appropriate, taking cognisance of the location of the site and the historical record of incidents of crime in the area".

"(d) Health and safety obligation"

"The tendered rate for sub item 13.01 (c) represents full compensation for that part of the contractor's general obligations that are mainly a function of construction time. The tendered sum will be paid from the Commencement Date until the end of the period for completion of the works, plus any extension thereof as provided in the general conditions of contract.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 6 working days per week and 4 weeks per month."

Add the following as a final paragraph at the end of this section on payment

"Payment of the rate for sub-item (d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

B5 SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1501 SCOPE

Add the following:

"This section also covers the provision of additional information signs for materials and releasing notices to the media and the public."

B 1502 GENERAL REQUIREMENTS

i) Traffic Safety Officer

Add the following:

"The traffic safety officer shall be approved by the engineer. If found incompetent, the engineer shall instruct the Contractor to remove and replace him with a competent person. The Contractor shall

provide the officer with the necessary resources, inter alia a light delivery van (LDV), warning boards and two revolving amber flashing lights. The works CONTRACTOR'S TRAFFIC CONTROL shall be displayed on these warning boards in 250mm high red letters on a white background and the boards shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber coloured flashing lights with a minimum intensity of 100W. The warning light shall be switched on at all times and the boards shall be displayed when the vehicle is used on the site. The traffic safety officer, his vehicle, equipment and personnel shall be available 24 hours per day and on special non-working days as specified in the Appendix to Tender and shall not be utilised for any other duties.

The traffic safety officer shall, in addition to the duties listed in paragraph 1502(l), 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, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic, ensure that the temporary traffic lights are functioning properly, ensure that all obstructions related to the Contractor's activities are removed before nightfall every day and ensure that the road is safe for night traffic.

He shall also be responsible for contacting the relevant traffic authority and South African Police Service in the event of an accident on the section of road under construction, give assistance to injured persons and animals, irrespective whether they are in the employ of the Contractor or not, remove vehicles that block the road, irrespective of whether it is a result of an accident or normal breakdown."

Add the following:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

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

B1502: GENERAL REQUIREMENTS

(a) Safety

Add the following:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(i) Traffic Safety Officer

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

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

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

"(ii) Record on neat and dimensioned sketches and submit to the 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 shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

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

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

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, 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 midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

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

Add the following sub-clauses:

- (k) Site Personnel

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

- (l) Failure to comply with provisions

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

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. 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."

B 1503: TEMPORARY TRAFFIC-CONTROL FACILITIES

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

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

Replace the third paragraph with the following:

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

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

(b) Road signs and barricades

Add the following:

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

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

(c) Channelisation devices and barricades

Add the following:

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

Delineators shall:

- (i) Comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) Have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) Have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) Be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (v) Together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.”

Add the following sub clauses:

(g) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the

STOP/GO sign operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

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

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

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

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

B 1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Add the following:

“Where the road is rebuilt or repaired in half widths, the traffic shall be accommodated as follows:

- a) Temporary traffic signals shall be provided where the road is rebuilt in half widths (day and night).
- b) Stop/Go-Ry facilities shall only be used for pavement repairs (i.e. patches, potholes, edge breaks and rutting) crack sealing and texture slurry as well as at sealing operations. In all these instances the road shall be in a safe trafficable condition for two way traffic over the entire width at the end of each day’s work.

The Contractor shall only work on one side of the carriageway where traffic is accommodated in half widths. Work on both sides of the carriageway shall not be allowed where traffic is accommodated in half widths.

All work on the travelled way and shoulders shall be done in such a way that the remaining portion of the roadway is available for traffic.

Construction shall be separated from traffic by means of barricades, guideposts, road signs, delineators and other arrangements required by the Engineer.”

B1517: MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

“Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations:	
(a) Accomodating traffic and maintaining temporary deviations.....	kilometre (km)

Replace the first paragraph with the following:

“The unit of measurement shall be the kilometre, measured along the centre lines of the road where work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt

overlay, side drains, etc. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured.”

In the second paragraph, replace the comma after “deviations” at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the traffic safety officer.

In the third paragraph second sentence, insert a full stop after “use” and delete the remainder of the sentence.”

B15.03 Temporary Traffic Control Facilities

Add the following sub items:

“n) Road signs, TIN Series Square metre (m²)

Add the following to the first paragraph:

“For the purpose of the calculation a day shall be regarded as having nine (9) working hours.”

Amend the second paragraph as follows:

“The tendered amount shall include full compensation for all flagmen who are required to control traffic by way of flags and/or portable STOP/GO-RY signs and/or traffic signals and shall include the provision of flags and safety jackets to the flagmen.”

B6 SECTION 1800 : DAYWORKS**B1801 Scope**

This section covers the listing of Day work items in accordance with the general conditions of contract Sub-clause 37.2, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, 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 Pricing Schedule.

B1802 Ordering of Day work

No Day work shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Ganger.....	hour (h)
(d) Flagmen.....	hour (h)
(e) Foreman	hour (h)

Item	Unit
B18.02 Equipment	
(a) Generator.....	Hour (h)
(b) Jack Hammer/Breaker.....	Hour (h)
(c) Vibratory Roller (BOMAG 212 or Similar).....	Hour (h)
(d) Pedestrian Roller(Bomag BW 90 or Similar).....	Hour (h)
(e) Asphalt & Concrete Cutter.....	Hour (h)
(f) Tipper Truck(10m ³).....	Hour (h)
(g) Backhoe TLB (CAT 428 or equivalent).....	Hour (h)
(h) Concrete Mixers.....	Hour (h)

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment 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 equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under 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.

B10 SECTION 3900 : PATCHING AND EDGE BREAK REPAIR**B3900: MEASUREMENT AND PAYMENT**

Item	Unit
Sawing asphalt or cemented pavement layers for patching	
(a) Sawing asphalt to an average depth	
(i) Not exceeding 50mm	m ³
(ii) Exceeding 50mm.....	m ³
(iii) Exceeding 100mm.....	m ³

The tendered rate shall include full compensation for providing all the work in restricted areas, machinery, equipment, labour, supervision, mechanical saw cutting into the existing surface, excavating and removing the existing premix surface to depth as prescribed by the resident engineer, scarifying and removal of all loose material and dust by means of sweeping and compacting the floor of the excavation to a density of 98% MOD AASHTO, preparing the excavated surface with 0.55 l/m² of 60% Anionic Bitumen emulsion tack coat and backfilling with continuously graded medium asphalt surface mix (using a class 50/70 pen binder with a maximum size of aggregate 14.0mm), compacting to a density of 97 % Rice – design voids, to 5mm above the existing road surface level. All potholes are required to be patched within 72 hours from the time that the pothole is reported to the contractor.

Item	Unit
Backfilling of excavation for patching with:	
(a) Chemically stabilised pavement material (subbase quality material excavated from the existing road or imported from a borrow pit and stabilised with cement)	
((i) Not exceeding 5m ²	m ³
(ii) Exceeding 5m ² , but not exceeding 100m ²	m ³
(iii) Exceeding 100m ²	m ³

The tendered rate shall include full compensation for providing all the work in restricted areas, machinery, equipment, labour, supervision, backfilling, compacting the floor of the excavation with chemically stabilised pavement material (subbase quality material excavated from the existing road or imported from a borrow pit and stabilised with cement) to a density of 98% MOD AASHTO, preparing the excavated surface with 0.55 l/m² of 60% Anionic Bitumen emulsion tack coat and backfilling with continuously graded medium asphalt surface mix (using a class 50/70 pen binder with a maximum size of aggregate 14.0mm), compacting to a density of 97 % Rice – design voids, to 5mm above the existing road surface level. All potholes are required to be patched within 72 hours from the time that the pothole is reported to the contractor.

B11 SECTION 4100 : PRIME COAT

Add or change the following:

B 4102 MATERIALS

- a) Priming Material

The priming material used shall be MC-30 cut-back bitumen to SABS 308.

B 4105 PREPARATION OF THE LAYER TO BE PRIMED

Where the previously primed surface has become unsuitable the Engineer's Representative may order a tack coat to be applied prior to the bituminous surface being applied.

B 4106 APPLICATION OF PRIME COAT

Add the following to paragraph (c)

"MC-30 prime shall normally be applied at a rate of 0.7 l/m²."

B12 SECTION 4200 : ASPHALT BASE AND SURFACING**B 4202 MATERIALS****B 4202 (b) Aggregates**

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate.

- (v) Absorption

Add the following new sentence

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0.5%"

- (viii) Grading

*Delete the second paragraph commencing with "the target grading..." and add the following paragraphs * (delete what is not applicable)*

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium

- (c) Fillers

Delete the second last sentence of the first paragraph and replace with:

"With the exception of stone mastic asphalt, in no instances shall more than 2% by mass filler be used in the mixes"

Add the following after the last paragraph:

“For tender purposes the active filler shall be hydrated lime”

(h) General

Add the following after the second paragraph:

“Sufficient aggregate for a minimum of 3 days production shall be separately stockpiled and tested for conformance and uniformity prior to use. The test results shall be presented to the engineer”

B 4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after “or active filler” add:

“or aggregate content”

Delete the fifth paragraph and replace with the following:

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

Table B4203/2
Asphalt mix requirements: Base and Surfacing

Property	Continuously graded surfacing mixes
Marshall Stability (kN)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25°C (kPa)	> 1000
Dynamic Creep Modules @ 40°C (mPa)	> 20
Modified Lottmann* (TSR)	> 0,8
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5

B 4203 DESIGN ASPHALT

Add the following:

“A continuously graded medium mix using a 80/100 Pen. Bituminous binder and local quartzitic aggregate is required.

B 4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(c) Surface Requirements

(ii) Tack Coat

Add the following new paragraph:

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distribution shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

B 4206 PRODUCING AND TRANSPORTING THE MIXTURE

(c) Transporting the mixture

Add the following paragraph:

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.”

Add the following new sub-clause:

“(f) Approval of asphalt mixture

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: “Instruction for the Completion of As-Built Materials Data Sheets” with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractors cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least six weeks before it is intended to commence with any asphalt production for approval which should be given within a maximum of ten days.

The engineer may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced.”

B 4210 COMPACTION

Add the following:

“The densities of all cores shall be equal to or greater than the 95% Marshall Density, for the lot to be acceptable.”

B 4213 CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

Add the following to paragraph (a)(iv):

“Notwithstanding these allowances, at no place shall the level of the top of the asphalt surface fall below that of the adjacent low side concrete channel.”

B 4214 QUALITY OF MATERIAL AND WORKMANSHIP

(b) Coring of asphalt layers

Add the following:

“A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled

with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

(c) Routine inspection and tests

Add the following paragraph:

"The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck number from which control samples are taken. All samples taken shall be appropriately numbered."

B 4215 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Unit
"B42.08 100mm cores in asphalt paving	number (no)
<i>"Amend the 1st sentence by adding the following after the word "drilled</i> : "irrespective of depth of core."	
B42.11 Asphalt constructed for rehabilitation purposes in accordance with the provisions of sub-sub-clause 4213 (f)(ii)	ton

Insert the following paragraphs after the 1st paragraph

"The unit of measurement for sub item (a) shall be the ton of asphalt base placed in compacted layer thickness not exceeding 40 mm, and measured according to certified weighbridge tickets issued in respect of the mixture used.

The unit of measure for sub item (b) shall be the ton of asphalt overlay placed to the nominal thickness specified and measured according to certified weighbridge tickets issued in respect of the mixture used.

No payment shall be made for excess width and wastage of asphalt, and the mass of such excess or wasted material shall be deducted from the recorded delivery for payment purposes. No payment shall be made for asphalt in excess of the mean spread rate(s), which shall be determined as follows:

$$S = \frac{1000}{AXB} \text{ m}^2/\text{ton where,}$$

$$S = \text{Mean spread rate in m}^2/\text{ton}$$

$$A = \text{Average bulk relative density achieved on the road in ton/m}^3$$

$$B = (\text{specified asphalt thickness in mm}) + 5\text{mm}"$$

Add the following to the 3rd paragraph

"The tendered rate shall also include full compensation for joint forming, temporary ramping of construction joints between paving operations when new work is opened to traffic (including

ramping material), breaking up and disposal of temporary ramps and waste material, weighing the material on the specified weighbridge and cleaning the surface”

Add the following payment items:

Item	Unit
B42.21 Penalty for overloading	ton (t)

The unit of measurement for the calculation of the penalty shall be the ton of mix transported in excess of the legal load. The rate applied shall be twice the contractor’s tendered rate for placing the mix under B42.02 (a).

For the purposes of the calculation, the so called 5% grace shall not be used. The following example is provided:

Tare Weight of vehicle certified by RTI weighbridge	=	6 tons
Maximum carrying capacity certified by RTI weighbridge	=	8 tons
Gross vehicle mass	=	14 tons
Actual Load (Weighbridge ticket)	=	15.6tons
Grace	=	1 ton
Overload	=	0.6 tons

Contractors rate tendered under item B42.02(a) = R 1 000/ton

Penalty	=	2 x R 1 000/ton x 0.6 tons
	=	R 1 200.00 "

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PAM: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

PB ENVIRONMENTAL MANAGEMENT SPECIFICATION

PD EPWP REQUIREMENTS

PARTICULAR SPECIFICATION PAM: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

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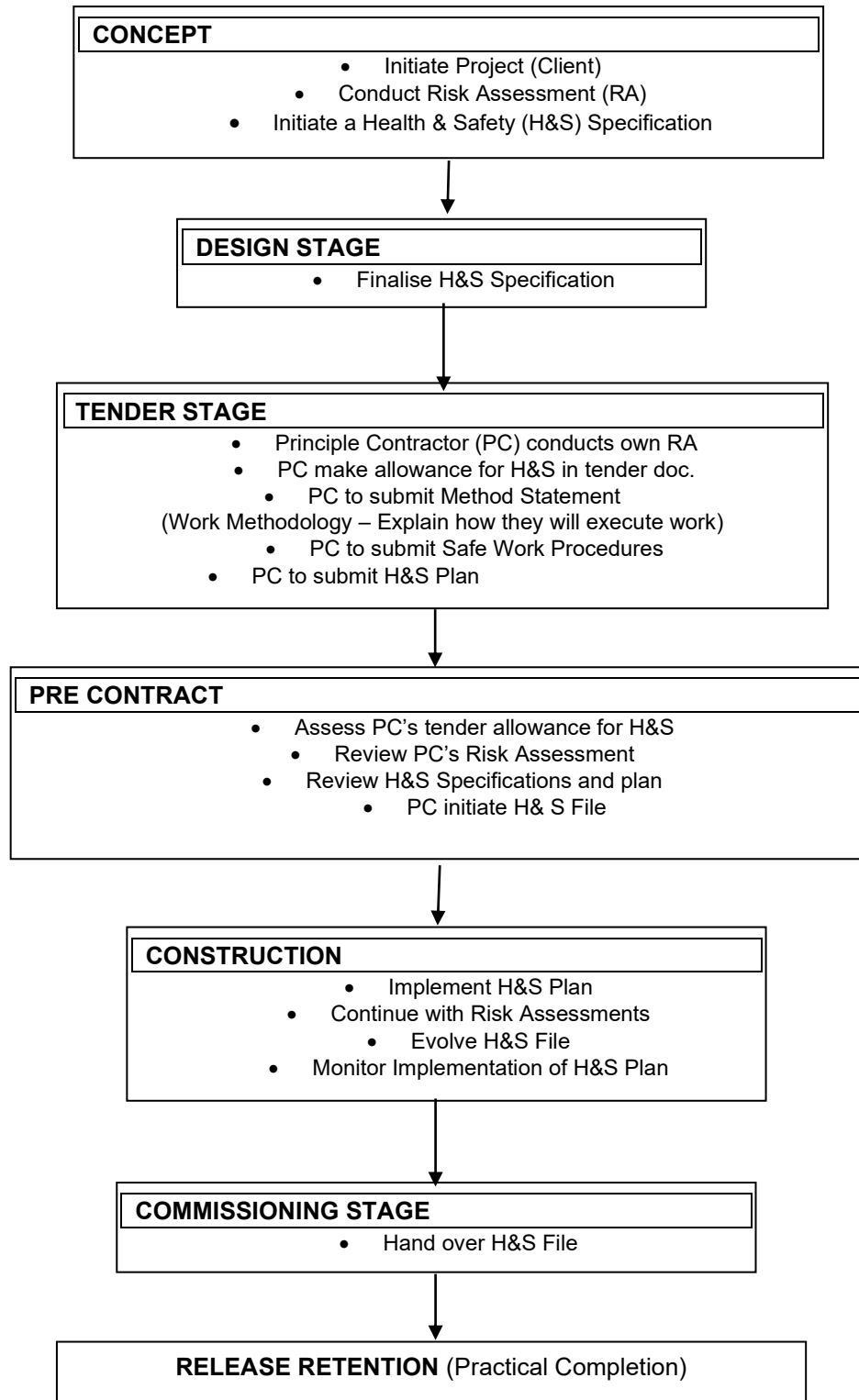
PAM-8: RECORDS AND REGISTERS

PAM-9: CONTRACTOR'S RESPONSIBILITIES

PAM-10: MEASUREMENT AND PAYMENT

PAM: OHS 1993 HEALTH AND SAFETY SPECIFICATION**CONSTRUCTION HEALTH AND SAFETY PROCEDURES & MILESTONES**

The following flowchart gives a simplified record of procedures and milestones to be met during the project life cycle:



PAM-1: SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act in Section C1.2.4 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 to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top of the tank or inside, in a restricted environment with limited ventilation (confined space),
- Lifting and lowering of materials and equipment from the ground to the tank or pump station roof and vice versa, exposed to cross winds,
- Steep and restricted access to the foundations of the pump station,
- Potentially dangerous existing services, i.e. water mains, electrical high voltage cables, buried and overhead,
- Deep excavations in soils requiring shoring or reducing of slopes,
- High pressures during testing of the new pipelines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing,
- Movement of construction vehicles on site, taking into consideration other traffic and existing services,
- Exposure to possible injuries due to mishandling or failure of power and hand tools,
- Non-conformance to specifications with regards to fasteners and materials,
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PAM-2: DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) "**Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "**Contractor**", wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

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

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

- (c) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PAM-3: TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PAM-4: NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PAM-5: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

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 of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PAM-6: APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**PAM-6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PAM-6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PAM-7: APPOINTMENT OF SAFETY PERSONNEL**PAM-7.1: Construction Supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He 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.

PAM-7.2: Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PAM-7.3: 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 100 employees.

The function of the 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 base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PAM-7.4: Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PAM-7.5: Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (n) Stacking and storage on construction sites as described in Regulation 26; and
- (o) Inspections of fire equipment as described in Regulation 27.

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 on 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 to comply with **all** requirements of the Construction Regulations.

PAM-8: RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for **inspection at all times**.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);

- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)] must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site [Regulation 17(8)];
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].

PAM-9: CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 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 (OHS 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principal Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work, including confined spaces (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

The Contractor will ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on

site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

- (y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

- (z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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.

PAM-10: MEASUREMENT AND PAYMENT

PAM-10.1: Principles

It is a condition of this contract that Contractors who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

- (a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses PAM-7.1 to 7.5 shall be members of the Contractor's personnel, and allowance for their costs will be made in the relevant items of the Bill of Quantities.

- (b) Records and Registers,

The keeping of health and safety-related records and registers as described in PAM-8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

ENVIRONMENTAL MANAGEMENT SPECIFICATION**PB ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

CONTENTS

1. PURPOSE AND FORMAT OF THE ENVIRONMENTAL MANAGEMENT PLAN (EMP)
2. RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT
3. CONSTRUCTION CAMP
4. SOIL
5. WATER
6. AIR AND NOISE
7. FLORA AND FAUNA
8. AESTHETICS
9. WASTE
10. SOCIAL AND CULTURAL
11. ARCHAEOLOGY AND CULTURAL SITES
12. INFRASTRUCTURE
13. REHABILITATION AND SITE CLEARANCE
14. PURPOSE
15. MEASUREMENT AND PAYMENT

1. INTRODUCTION AND BACKGROUND

The proposed rehabilitation of roads will follow the existing asphalt road which serves the community situated along the road route. The width of the road will allow for two passenger cars to pass one another safely.

As part of the environmental authorisation process DLV Engineers (Pty) Ltd was requested to compile an Environmental Management Plan (EMP) which should document the methodology for environmental management through project development and implementation.

2. PURPOSE AND FORMAT OF THE ENVIRONMENTAL MANAGEMENT PLAN

2.1 Introduction

In view of the potential impacts of the project an environmental management plan has been compiled. The effective implementation of this plan will ensure that all environmental impacts are avoided or minimised.

The format of this environment management plan identifies various categories of concern with respect to potential impacts that are associated with the proposed development.

The management of impacts associated with various categories of concern is discussed as separate topics, as indicated in **Table 1** below.

TABLE 1: Category of Concerns

Section	Category of concern
4	Construction Camp
5	Soil
6	Water
7	Air
8	Flora and Fauna
9	Aesthetics
10	Waste
11	Social and Cultural
12	Archaeological and Cultural sites
13	Infrastructure
14	Rehabilitation and Site clearance

3. RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored and audited against the EMP.

3.1 Training and induction of employees

The contractor has the 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 sub-contractors, casual labour, etc.).

3.2 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager. All complaints received will be investigated and a response given to the complainant within 28 days. All environmental incidents occurring on the site will also be recorded and reported to the relevant authority. The contact number for the Kwa-Zulu Natal Department of Agriculture and Environmental Affairs is (033) 347 1826 and the Department of Water Affairs and Forestry can be contacted on (031) 336 2700.

3.3 Environmental Auditing

Environmental audits will be undertaken by the Resident Engineer and it is envisaged that the construction period will be over three months with audits that will take place on a monthly basis or when construction reaches sensitive areas. It is assumed that environmental audits will also be undertaken by the Kwa-Zulu Natal Department of Agriculture and Environmental Affairs, from time to time.

In particular, the construction activities detailed in the following sections and their associated environmental impacts will be observed.

4. SOIL

5.1 Objectives

The impacts to soil associated with the construction phase of the project, will occur as a result of vegetation clearance, access route creation, site levelling, trenching and a river crossing. The main objectives are to minimise both disturbance of the land, and erosion and sediment transport from the site and to make maximum use of the soils on the site for rehabilitation and landscaping.

5.2 Actions

The following actions will be taken to achieve the above mentioned objectives.

- (a) Topsoil will be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. This will avoid the loss of usefulness of the topsoil for rehabilitation purposes.
- (b) Stockpiled topsoil will not be compacted and will be replaced as the final soil layer. Stockpiles will be protected by erosion-control berms, if necessary, and runoff will be reduced by channelling water into existing surface drainage systems. No vehicles will be allowed access onto the stockpiles after they have been placed. In all likelihood, stockpile sites will not be located in drainage lines or near watercourses.
- (c) All precautions will be taken to prevent topsoil stockpiles from contamination with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil. In this regard, all equipment will be inspected regularly for oil or fuel leaks before it is operated. Leakages will be repaired using containment trays placed underneath the equipment until such leakage has been repaired. If soil is, in any event contaminated, it will be appropriately treated and disposed off at a permitted landfill site or regenerated using bio-remediation methods.
- (d) Removing alien plants as they germinate will control the colonisation of stockpiles by invasive plants. The purpose of this is to reduce the risk of developing a weedy seedbank within the stockpiled soil. Soil should also be exposed for the minimum time possible once cleared of invasive vegetation, and will be vegetated with indigenous grasses.
- (e) All cut and fill surfaces will be stabilised with appropriate material or measures once the works is complete.
- (f) Erosion and donga crossings will be dealt with as river crossings, and appropriate soil erosion and control procedures will be applied to all embankments that are disturbed and destabilised.
- (g) Any necessary borrow material to be used in the construction of the reservoirs and pipelines shall only be taken from designated borrow pits that have been approved by the Engineer, and have the approval of the PSC.

6. WATER

6.1 Objectives

Surface water quality could potentially be affected during the construction by sedimentation, and contaminated runoff (chemicals, diesel, oils, human excrement, concrete etc.) that could be generated from the working areas and contractors camp area. The main objectives are to

ensure that runoff from the site does not affect water quality in the receiving water bodies, and to manage any potentially contaminated stormwater from the site.

6.2 Actions

- (a) The contractor will have to make provision for water supplies for the duration of the contract.
- (b) All potential contaminants (oil, diesel etc) will be stored in bunded areas, and appropriate structures and methods will be used to confine spillages. In the event of a spill appropriate corrective action will be taken (isolation of contaminated material and safe disposal, notification of incident etc). Stormwater runoff will be prevented from contacting wastes or contaminants on the site.
- (c) Adequate sewage facilities will be provided on the site. This will require the provision of at least two temporary ablution facilities on the camp site as well as at least two ablution facilities a distance not exceeding 100m from the work force. This will require that the ablution facilities will have to be continually moved as construction of the pipeline proceeds.
- (d) Measures shall be taken to ensure that excessive runoff and, a result, soil erosion does not occur from the site, particularly if it is located on sloping ground. Storm water diversions shall be construed above the Contractor's camp to direct runoff away from the site.
- (e) No dumping of foreign material in streams, rivers and/or wetland areas will be allowed.
- (f) Adequate sedimentation control measures will be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place. The same applies to excavations or disturbance of drainage lines near a wetland.
- (g) Watercourses will not be drained, filled or altered in any way, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 of the National Water Act, 36 of 1998 from DWAF.
- (h) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river and no fires or open flames are allowed in the vicinity of the wetland.
- (i) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas will be minimised.

7. AIR AND NOISE

7.1 Objectives

It is envisaged that the major impacts on air quality that the development could have are with respect to noise and dust pollution. The objective in this category is to minimise noise and dust pollution.

7.2 Actions

- (a) Speed limits of 20km/h will be implemented on delivery and construction vehicles in construction areas to limit the levels of dust pollution. Dust will be suppressed on access roads and construction sites during dry periods by the regular application of water that will be used in quantities, which will not generate run-off.
- (b) Noise control measures will be implemented. All noise levels will be controlled at the source, and all employees will be given the necessary ear protection gear. All noisy activities (e.g.

blasting, transport of materials) will take place during normal working hours (i.e. 7am – 5pm). The Contractor will inform all adjacent landowners of any after-hour construction activities. In addition, no loud music will be allowed on site and in construction camps.

- (c) Waste will be disposed of, as soon as possible on a permitted landfill site and will not be allowed to stand on site to decay, resulting in malodours. No fires will be allowed on the camp site and no fires will be allowed in the construction area if smoke from such fires will cause a nuisance to I&AP's.

8. FLORA AND FAUNA

8.1 Objectives

Vegetation on the site comprises some indigenous but mainly alien vegetation and there are likely to be many small mammals, birds and reptiles in the area. These will be mobile and should move away from construction activities.

Impacts are likely to be insignificant if pollution is adequately controlled. Nonetheless, the following actions are proposed.

8.2 Actions

- (a) All suitable and rare flora and seeds will be rescued and removed from the site. They will be suitably stored, for future use in rehabilitation. The spread of alien vegetation will be minimised.
- (b) The felling and/or cutting of trees and clearing of bush will be minimised. Bush will only be cleared to provide essential access for construction purposes.
- (c) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, will be documented by the Contractor.
- (d) Woody vegetative matter stripped during construction will either be spread randomly throughout the surrounding veld or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter will be burnt or removed for firewood other than those removed during the grubbing and clearing phase. No trees outside the footprint of the works area will be damaged.
- (e) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed. Snakes and other reptiles that may be encountered on the construction site will only be killed if the animal endangers the life of an employee.
- (f) Anthills and/or termite nests that occur will not be disturbed unless it is unavoidable for construction purposes, and disturbances to nesting sites of birds will be avoided.
- (g) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

9. AESTHETICS

9.1 Objectives

The visual impact of the construction activities may be substantial, although they will be short term. The long-term impacts of the project will be minimal. The objectives are to therefore to minimise the visual impact of the operation during construction and to restore the original topography once construction is complete.

9.2 Actions

- (a) Damage to the natural environment will be minimised. The clearing of all sites in particular trees and tall woody shrubs will be kept to a minimum and surrounding vegetation will, as far as possible, be left intact as a natural shield. As far as possible, excavated material will not be placed on plants and movement across them will be prevented. No painting or marking of natural features will be allowed.
- (b) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (c) Any complaints from I&AP's regarding the appearance of the construction site will be recorded and addressed promptly by the Contractor.

9. WASTE**9.1 Objectives**

Best Environmental Practice advocates that waste should be avoided, recycled or at least disposed of in an acceptable manner. The main aims are to minimise the generation of wastes, to maximise re-use and recycling of waste material, and to contain, control and dispose of waste in accordance with the required waste management practices.

9.2 Actions**9.2.1 Solid Waste**

- (a) Littering on site and the surrounding areas will be prohibited. In this regard clearly marked litterbins will be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (b) All waste removed from site will be disposed of at a municipal/permitted waste disposal site.
- (c) Excess concrete, building rubble or other material will be disposed of in a permitted landfill and not indiscriminately over the construction site.
- (d) The entire works area and all construction sites will be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (e) Contaminated soil will be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (f) Waste must be recycled wherever possible.

9.2.2 Liquid Waste

- (a) The Contractor will install and maintain mobile toilets at work sites.
- (b) The Contractor will provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities will be designed and sited with the intention of preventing pollution of the surrounding area and environment.

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- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil. All chemicals spills (typically fuel, oil, grease, paints and solvents) will be contained and cleaned up by the supplier or professional pollution control personnel.

10. SOCIAL AND CULTURAL

10.1 Objectives

The objectives in this category are to ensure that the local community gains maximum benefit from project and to minimise adverse effects that the activity might have on the community.

10.2 Actions

- (a) Access by non-construction people onto any construction sites will be restricted. The Contractors activities and movement of staff will be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable through clothing, identification cards or other methods, and no member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. All labour will be employed by a Project Steering Committee (PSC).
- (d) Criteria for selection and appointment (by the PSC) of construction labour must be established to allow for preferential employment of local communities.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document. The Contractor must also arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction.
- (f) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
- (g) The demand for construction materials and supplies will have an effect on the local economy. This impact will be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (h) Under no circumstances will the camp site or construction area be used to accommodate any employees of the contractor (full time or contractual). Suitable accommodation can be found in either the neighbouring areas or Vryheid town.
- (i) The Contractor will maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.
- (j) The location of all infrastructure such as reservoirs, pipelines and standpipes, shall be decided in consultation with the community representatives and other affected community members.

11. ARCHAEOLOGY AND CULTURAL SITES**11.1 Objectives**

To protect archaeological and cultural sites.

11.2 Actions

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

12. INFRASTRUCTURE**12.1 Objectives**

The main objective in this category is to ensure that all existing infrastructure and services is not damaged or disrupted and that the relevant infrastructure necessary for the successful implementation of the project is constructed.

12.2 Actions

- (a) The relevant authorities will be notified of any interruptions of services, especially the Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care will be taken to avoid damaging services. The integrity of property fences will be maintained.
- (b) Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
- (c) All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods. Before any work that will affect traffic can start the Local Traffic Department will be consulted about measures to be taken regarding pedestrian and vehicular traffic control.
- (d) The Contractor will collaborate with the affected landowner on the planning and construction of new access routes and the repair or upgrading of existing routes. Access to the site will be

controlled such that only vehicles and persons directly associated with the work gains access to the site. Temporary access roads will not be opened until required and will be restored to its former state as soon as the road is no longer needed.

- (e) Temporary access roads shall be constructed with adequate drainage measures to allow for storm water to drain away from the road. Topsoil is to be removed and stockpiled, to be used to rehabilitate the roads at the end of the contract period. Dust control on access roads shall be exercised if necessary.
- (f) Concrete will only be mixed in an area demarcated for this purpose. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at a permitted landfill. Water laden with cement will be collected and not allowed to escape the batching area. It should be allowed to evaporate with the residue being disposed of at a permitted landfill.
- (g) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.
- (h) No blasting will be permitted during the contract.

13. REHABILITATION AND SITE CLEARANCE

13.1 Objectives

It is necessary to minimise destruction of this vegetation where possible and to re-create natural habitat where vegetation is destroyed. Rehabilitation is also necessary for aesthetics and erosion control in the area. The objectives are therefore to re-create (where possible) the floral integrity and diversity of the area, to minimise long term erosion potential, and to reduce the visual impact of the construction activities.

13.2 Actions

- (a) Any areas which have been disturbed but are no longer in use will be rehabilitated (this includes temporary access routes, borrow areas, storage areas etc) throughout the duration of the construction.
- (b) If areas had their topsoil removed and stockpiled prior to use, the surface will be ripped and the fertilised topsoil replaced where possible.
- (c) No exotic species of grass will be used to rehabilitate areas.
- (d) When all major construction activities are completed, the site will be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (e) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area will be removed. If waste products cannot be recycled they will be disposed of at a permitted landfill site.
- (f) Cut and fill areas must be restored and re-shaped.
- (g) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.
- (h) Hunting is strictly prohibited, including the use of traps and snares.

14. MEASUREMENT AND PAYMENT**10.1 Principles**

It is a condition of this contract that Contractors who submit tenders for this contract, shall make provision in their tenders for the cost of all environmental measures during the construction process. There is however a provisional sum allocated in the Schedule of Quantities which will be used for any unforeseen work with regards to rehabilitation at the discretion and approval of the Engineer.

PD: EPWP REQUIREMENT - PROVISION OF STRUCTURED TRAINING

CONTENTS

Scope
 Generic training
 Entrepreneurial skills training
 In-service training
 Measurement and payment

PD.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

PD.2 GENERIC TRAINING

PD.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

PD.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Road safety for construction workers	
2. Flagmen	
3. Concrete handling, placing and finishing	
4. Guardrails	
5. Bituminous road surfacing	

PD.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

PD.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- The name of the training institution and programme
- The manner in which the training is to be delivered.
- The numbers and details of the trainers

PD.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- A suitable venue with sufficient furniture, lighting and power.
- All necessary stationery consumables and study material
- Transport of the students (as necessary)
- Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- relevant PPE required for the project works

(f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

PD.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

PD.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

PD.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor.

PD.3 ENTREPRENEURIAL SKILLS TRAINING

PD.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

PD.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

PD.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

PD.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

PD.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

PD.3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles
2. Basic Supervision
3. Running A Business
4. Legal Principles
5. Achieving Standards

PD.3.7 The contractor shall provide with his tender, full details of the structured training

programme, which he intends to implement, which details shall include the following:

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

- PD.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
 - (b) All necessary consumables, stationery and study material
 - (c) Transport of the subcontractors (as necessary)

- PD.3.9 All entrepreneurial training shall take place within normal working hours.

- PD.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

- PD.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor

PD.4. IN SERVICE TRAINING

- PD.4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

PD.4.1.1 Details of in-service training

(i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:

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

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

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

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

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

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

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

PD.4.1.2

Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract". All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

PD.5

MEASUREMENT AND PAYMENT

	ITEM	UNIT
	E12.05 Provision for training	
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum

- (c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above percentage (%)
- (d) Training venue (only if required) lump sum
- (e) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum) sum
- (f) Additional supervision during practical training
Lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

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

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

C4 SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 ACCESS TO SITE AND RESTRICTIONS

Due to the nature of the project and having multiple site locations, access to site will be confirmed with the Employers Agent during the course of the project.

C4.3 SECURITY

The Contractor shall be responsible for the security of his personnel, materials, equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). The Employer in this regard will consider no claims.

ANNEXURES

C5.1 DRAWINGS

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.